

## **Terms and Conditions of providing the „Candidate Search” Service**

Version valid from 25 May 2018

### **§1. General regulations**

1. The following Terms and Conditions define the types, scope and conditions of providing the „Candidate Search” Service by the company GoldenLine Sp. z o.o. through the website GoldenLine.pl.

### **§2. Definitions**

The terms used in the Terms and Conditions are defined as follows:

1. Service Provider - the company GoldenLine Sp. z o.o., with its registered seat at al. Wojska Polskiego 8 (70-471) in Szczecin, registered in the company register kept by the District Court of Warsaw - XII Commercial Division of the National Court Register under the number 241921, tax identification number NIP: 5262891445, which is the creator and owner of the website Goldenline.pl, entitled to the disposal of its resources.
2. Customer - the entity that uses the services of the Service Provider, which is one party in the service provision agreement - a physical person conducting an own business, a legal person, or an organizational unit without legal personality that commits oneself to complying with the regulations of the Terms and Conditions. A Customer is also an entity that orders the provision of certain services by electronic means, on conditions described in the Terms and Conditions. A physical person not owning a business cannot be a Customer.
3. Portal - the website found under the address <http://www.goldenline.pl>, which enables the use of Candidate Search for a fee.
4. Candidate Search - a paid set of functionalities of the website, described in the Package, assigned to a Goldenline.pl user account indicated by the Customer.
5. Package - a set of certain elements of Candidate Search.
6. Additional Services - all other services, not included in the Package, which are provided by the Service Provider for a fee, on conditions described in the Terms and Conditions.

### **§3. Conditions of concluding the Agreement**

1. The conditions required to use Candidate Search are as follows:
  - a) acceptance of the Terms and Conditions,
  - b) fulfillment of technical requirements listed in §5 par. 2,
  - c) choosing the period of use,
  - d) making the payment.
2. The payment mentioned in par. 1 p. d) can be done with the following methods:
  - a) PayPal,
  - b) Credit Card,
  - c) Wired transfer.
3. Payments made with the use of online tools are processed by an intermediary. The Customer does not have any additional costs due to that - fees for processing the transactions are included in the price of the Package.
4. Filing in the order form for Candidate Search, the Customer chooses the method of payment, however available payment methods depend on the period for which the access to Candidate Search is ordered.
5. In case of purchasing Candidate Search for 30 days, the only methods of payment available are credit card or PayPal. After each 30-day period of use of Candidate Search, access will be

automatically extended to the next 30 days, and payment for that period will be charged automatically. Access will keep renewing automatically for next 30-day periods for as long as the Customer doesn't resign from the use of Candidate Search. Resignation is possible until the last day of each 30-day period, which has already been paid for. Resignation can be done only through the Portal.

6. In all cases, the Service Provider and the Customer can agree on different payment terms than described above, by mutual written consent

#### **§4. The type and scope of provided services**

1. Regulations of the Terms and conditions concern the Packages of Candidate Search services, with the following functionalities:

Candidate Search Plus:

- a) number of started conversations: 35,
- b) limit of search results: none,
- c) number of recruitment projects: 5
- d) number of search criteria: 3.

Candidate Search Pro:

- a) number of started conversations: 100,
- b) limit of search results: none,
- c) number of recruitment projects: unlimited,
- d) number of search criteria: 3.

2. In addition to the Package mentioned above, the Customer can purchase Additional Services, according to the current offer of the Service Provider.
3. Additional Services can be used for a defined period of time, for each Service respectively. Those Services are valid for as long as the Customer doesn't use them whole, but no longer than until the end of the period, for which the Candidate Search agreement was concluded.
4. Not having used Additional Services by the Customer within the period described in par. 5 above does not entitle the Customer to demanding the return of any part of paid fees due to not having used Additional Services. The fee is then understood as a fee for the readiness to deliver those Services, provided by the Service Provider.
5. **The Candidates' data is not transferred as part of the service; it is only made available for searching.**

#### **§5. Conditions of providing the Candidate Search service**

1. The Service Provider provides the Candidate Search service for the Customer, in the scope and on the conditions defined in the Terms and Conditions.
2. Technical requirements for the Customer's equipment necessary to work with the IT system of the Service Provider are as follows:
  - a) access to the Internet,
  - b) installed and supported online browser, one of the following: Firefox, Chrome, Safari, IE, Opera - updated to the latest available version.
3. Candidate Search can be used only for recruitment purposes. The scope of use of Candidate Search does not allow in particular sending advertisement, sales, or informational messages.
4. The Service Provider conducts periodical trainings on using the Candidate Search and provides information on the use of the Candidate Search by a given user.
5. The Service Provider is entitled to marking the profiles of people using Candidate Search with a relevant symbol. The Customer confirms their consent to such marking of profiles used by the

Customer during the use of Candidate Search. In case the Customer makes Candidate Search available for a third party, the Customer is obliged to receive consent of that party to mark their profile as a person using Candidate Search. At the same time, the Customer agrees to discharge the Service Provider of any responsibility related with marking the profiles of third parties, for which the Customer has made the purchased Candidate Search available.

6. The Service Provider is not responsible for any damages incurred by the Customer or any third parties as a result of using Candidate Search, or any damages incurred by the Customer or any third parties related with violation of the regulations of the Terms and Conditions. In particular, the Service Provider does not take responsibility for damages resulting from the use or inability to use Candidate Search, any lost benefits of the Customer, damages caused as a result of loss or modification of data of the Customer, or any damages caused as a result of applying the regulations of the Terms and Conditions.
7. The Candidate Search service will be enabled within 8 hours of receiving payment by the Service Provider, unless agreed otherwise with the Customer, which does not cause any change (prolongation) of the period, for which the service has been purchased.
8. After the Candidate Search service is enabled, at the address: <http://www.goldenline.pl/wyszukiwarka/faktury> an invoice will be automatically generated to download. In case of a need to receive a paper invoice by mail, such a requirement should be presented to the Service Provider in advance.
9. Upon written request of the Customer, the Service Provider is entitled to cease or temporarily disable the provision of Candidate Search service at any point in time. After such request is fulfilled by the Service Provider, the Customer will not be entitled in any case to the return of the fee for Candidate Search service that had already been paid. The period, for which the service was purchased, does not become prolonged either.
10. The Service Provider reserves the right to disable or limit the use of the Candidate Search service in situations that the Provider considers unethical, illegal, breaching the Terms and Conditions, breaching Terms and Conditions of the Portal, or promoting activities competitive towards the activities of the Service Provider, without obligation to provide further explanation..
11. The Customer is obliged to indicate the persons to whom it grants the right to use the Candidate Search by sending to the Service Provider links to the GoldenLine.pl profiles of those persons and by providing their e-mail addresses and phone numbers.
12. The Customer states that they will not transfer any rights to the use of Candidate Search, or obligations resulting from the Terms and Conditions, to any third party without previous written consent of the Service Provider. The Service Provider reserves the right to cease the provision of Candidate Search services, in case of receiving information about unauthorized use of Candidate Search by third parties..
13. The Service Provider may transfer the right to use Candidate Search between employees of the Customer within 7 days of receiving a written request from the Customer to change the entitled person. The Service Provider may refuse to transfer the above mentioned rights without providing an explanation.

## **§6. Personal Data**

1. The Customer processes the personal data of users of the Candidate Search, acting as the personal data processor in the meaning of the applicable law, without prejudice to the rights of the Customer to which it is entitled as a personal data controller under the Regulations on Electronic Provision of Services. Pursuant to the Regulations, the Customer orders the Service Provider to process the personal data specified in the Agreement ("Personal Data").
2. The Personal Data of users of the Candidate Search are processed to provide the Service throughout the entire Service Provision Period and during a period of 3 years starting after the date of the Service's completion, i.e. until the end of the period of limitation of any claims related to the performance of the Service. Other data related to the order collected for the purposes of signing and settlement of the

Agreement will be processed during a period of 10 years starting after the date of its termination, i.e. until the end of the period of limitation of any potential claims related to the performance of the Service.

3. The Personal Data of users of the Candidate Search is entrusted to reliable partners of the Customer for processing, to which the Service Provider hereby grants its consent. The above-mentioned entrusting the processing of personal data is necessary for the proper provision of the Candidate Search service.
4. In the course of the Service Provider using the Candidate Search, data on the use of the Service (including search history) are processed in order to better adapt the Service to the Service Provider's needs, including, those related to recommending suitable job candidates. The above-mentioned information is necessary in order to fulfil the obligation referred to in § 5(4).
5. The Service Provider is obliged to:
  - a. implement all technical and organisational security measures for the Personal Data, in accordance with the terms set out in Art. 32 of the Regulation;
  - b. help the Client in fulfilling the obligations set out in Articles 32-36 of the GDPR;
  - c. process the Personal Data only on the basis of the Customer's documented instructions, unless such obligation is imposed on the Service Provider by applicable national or EU law; if the aforementioned obligation exists, the Service Provider notifies the Customer of this legal obligation before any processing operations begin, unless such law prohibits the provision of such information due to important public interest;
  - d. help the Customer, through appropriate technical and organisational measures, in fulfilling the obligation to respond to requests of data subjects,
  - e. ensure that persons authorised to process the Personal Data have agreed to maintain confidentiality in regard to said data, unless they are persons that are subject to secrecy obligations under the law;
  - f. promptly notify the Customer of any Personal Data breaches, no later than within 24 hours of its detection,
  - g. erase or return the Personal Data and delete all copies thereof after the termination of the Agreement, depending on the Customer's decision, unless the provisions of the applicable law provide otherwise.
6. The Service Provider provides the Customer with all information necessary to perform its duties related to entrusting the processing of Personal Data. The Service Provider allows the Customer to carry out audits, including inspections,
7. In the scope relating to entrusting the processing of Personal Data, it ensures cooperation in this regard.
8. The Service Provider is entitled to authorise persons acting on its behalf, including sub-processors, to process the Personal Data on behalf of the Customer, including issuing instructions regarding the processing of Personal Data to those sub-processors on behalf of the Customer.

## **§6. Claims**

1. The Service Provider provides the e-mail address: reklamacje@goldenline.pl, which inquiries and claims can be sent to.
2. Claims can be issued within 14 days of the day when the Candidate Search service was, or was supposed to be, provided.
3. Claims will be handled within 7 days of issuing the claim.
4. A claim has to include in particular the subject of claim, and conditions that justify it.
5. In case of not keeping the deadlines for performing due diligence, claims will not be accepted.

## **§7. Final regulations**

1. The Service Provider reserves the right to perform maintenance works of their IT system, which may cause difficulties or make the use of Candidate Search impossible for the Customers. The terms of

performed works and predicted period of their duration will be communicated to the Customers before the works start. As far as possible, the Service Provider will perform such works at night, in order to minimize problems with the use of Candidate Search for the Customers.

2. The Customers grants the Service Provider permission to use its logo or name for the proper performance of the Order.
3. The Customers grants the Service Provider permission to use the information published in the Employer Profile (including logotype and the company name) throughout the entire duration of the Service and during a period of 24 months starting after termination of the Order for promotional purposes, that is, to promote the Product and the Service Provider. Information will be used in particular in the Service Provider's sales presentations, on the product page of the Service, and etc.
4. Termination of the Order does not constitute a withdrawal of the Customers 's permission to the Service Provider's use of the Customers's data and materials for marketing or advertising purposes, etc.
5. In case the use of Candidate Search is impossible for more than 24 hours due to a higher force, especially in case of breakdown of the Provider's servers or malfunction of the Internet network, the Service Provider is obliged to prolong the period of validity of the Package, by the period in which the use of Candidate Search was impossible.
6. In any matters not regulated by the Terms and Conditions, regulations of the Civil Code (Journal of Laws of 1964, no. 16, pos. 93, as amended), the Act on Electronic Services (unified text: Journal of Laws of 2013, pos. 1422, as amended), and regulations of the Terms and Conditions of the Portal (available at: [www.goldenline.pl/regulamin](http://www.goldenline.pl/regulamin)), apply
7. The Court appropriate for resolving any disagreements resulting from the order or the Terms and Conditions is the regional Court respective for the Service Provider.