

Terms and Conditions of the “Employer Profile” Service

Version valid from 25 May 2018

§1. General provisions

1. These Terms and Conditions define the conditions of commissioning and implementing the “Employer Profile” service by GoldenLine Sp. z o.o. through its GoldenLine.pl website

§2. Definitions

The definitions used in the Terms and Conditions have the following meaning:

1. **Service Provider** – GoldenLine Sp. z o.o., a company located in Szczecin, at al. Wojska Polskiego 8 (70-471), entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw, 12th Commercial Department of the National Court Register under KRS number 241921, NIP: 5262891445, which is the founder and owner of the GoldenLine.pl website entitled to dispose of its resources;
2. **Client** – an entity using services supplied by the Service Provider, which constitutes a party to the service contract, is a natural person, a legal person or an organizational unit without legal personality, and undertakes to abide by these Terms and Conditions. The Client is also an entity which orders the provision of particular services by electronic means, in accordance with the rules set out below;
3. **Party** – the Service Provider or the Client;
4. **Website** – an Internet website located at <http://www.goldenline.pl> where the Service is offered;
5. **Employer Profile** – a personalised show piece of the Client created on the Website in order to provide information about the Client. It includes at least the name and logotype of the Client, description of its enterprise, and basic statistical information about the Client (e.g. number of users who are employees of the company);
6. **Services** – a set of unique functionalities for the Employer Profile which are performed by sending and receiving of data through the ICT systems at an individual request of the Client without simultaneous presence of the Parties. The data is transmitted through public networks as defined under the Telecommunications Law.
7. **Order** – an order form which is individually completed and signed by the Client.
8. **Terms and Conditions** – refers to these terms and conditions.

§3. Terms of conclusion of the Contract

1. The Contract is concluded by the Client placing an Order and accepting the content of the Terms and Conditions. Placing an Order is affected by:
 - a) sending the Order to the fax number stipulated by the Service Provider, or
 - b) sending it to cc@goldenline.pl e-mail address, or
 - c) submitting it to a sales representative of the Service Provider.
2. The Service Provider needs to receive the payment for the Services to be activated in the scope defined in the Order, unless the arrangement between the Parties states otherwise and the arrangement has been taken into account in the Order accepted by the Service Provider or the Contract.
3. The Service Provider begins to provide the Service by reserving resources necessary for the execution of the Order at the moment of receiving the Order.
4. If the Client provides any works necessary for a proper performance of the Contract which are protected under the provisions of the Act on Copyright and Related Rights, the Client is to obtain appropriate permissions of the entitled persons, the holders of the above-mentioned

rights, to authorise the Service Provider to use such works in accordance with their intended purpose and in order to implement the Contract, at least in the areas of implementation stipulated in Article 50 and Article 74.4 of the Act. The authorisation discussed in this paragraph includes also an authorisation to execute derivative rights to such works and to grant any licences or sub-licences to third parties by the Service Provider, if it is necessary for proper performance of the Contract.

5. The Client is responsible for the content of the materials provided for the provision of the Services and any further consequences resulting from the provision of untrue or unlawful information.
6. The Client bears all costs associated with any claims of copyright infringement submitted by third parties against the Service Provider in relation to the publication on the Website of the works mentioned in point 4 above.
7. Copyright of the Website and the Employer Profile is vested in the Service Provider.
8. Copyright and all other intellectual property rights to all works, as well as to elements constituting separate parts of other works and other works constituting subjects of intellectual property rights, created by the Service Provider, as a result of fulfilling the obligations arising out of these Terms and Conditions, are vested only in the Service Provider from the moment of determining their form, even if only partially.

§4. Type and scope of the services provided

1. The Services include all functionalities listed in Appendix 1 to the Terms and Conditions.
2. The Service Provider reserves the right to change the Service at any time for important reasons. Important reasons are understood to be, in particular, actions taken in order to improve the efficiency of the Services provided, motivated by the need to generate more traffic on Profiles, changes in the law, or the Service Provider resigning from the provision of certain Services due to its economic interest, etc.

§5. Terms of service

1. The Service Provider provides services to the Client, in the scope and conditions set forth in these Terms and Conditions, in a separate contract between the Service Provider and the Client, or in an Order.
2. The Service Provider is obliged to provide the Service with due care, in the scope defined in the Order.
3. The Client undertakes to:
 - a) make timely payments;
 - b) provide timely delivery of materials necessary for proper implementation of the Services;
 - c) provide all necessary permissions required by law, including permission to use the image of its employees in order to link the Employer Profile to any employee indicated by the Client whose profile is highlighted on the Employer Profile (e.g. a contact person presented on the Employer Profile);
 - d) cooperate closely with the Service Provider in the implementation of the Services.
4. Any information received by the Client from the Service Provider in relation to the performance of the Services is considered to constitute a trade secret within the meaning of the Act of 16 April 1993 on Combating Unfair Competition and is subject to legal protection.
5. Any use or disclosure of information under these Terms and Conditions arising in the course of and in connection with the performance of the Services, for purposes other than the performance of the Contract, will constitute an act of unfair competition within the meaning of the Act of 16 April 1993 on Combating Unfair Competition.
6. In order for the Service Provider's ICT system to cooperate properly with the Client's equipment, the Client has to have Internet access and one of the most popular Internet browsers (Opera, Chrome, IE, Firefox, etc.) updated to the latest version.

7. The Service Provider begins to display the Employer Profile in the form consistent with the Order, within a maximum of 30 days of the date of placing the Order. The Service Provider will not be responsible for the publication of the Employer Profile if the Client failed to provide the Service Provider with materials (graphics and text) for publication within the period specified by the Service Provider. In such a case, the Service Provider is understood to be performing the Order in a proper manner, and the Client is not entitled to raise any objections as to the provision of the Services.
8. The Service Provider is not liable for any damage suffered by the Client or any third parties which may occur in connection with the provision of the Services, as well as for damages incurred by the Client or any third parties in connection with any breach of these Terms and Conditions.
9. Since the provision of the Service consists in providing access to a certain functionality for a certain period of time (a guarantee obligation), it will be understood as having the same effect as provision of the Service, and the Service Provider will be entitled to 100% of the remuneration.
10. The Parties jointly agree that in the event of termination of the provision of the Services before the initially agreed end date at the Client's request, the Service will be deemed to have been performed due to the guarantee nature of the Service Provider's obligations, and the Client will not make any demands or submit any claims against the Service Provider related to non-use of such services, and foremost the Client will not be entitled to submit any claims for a full or partial refund of the remuneration for the Services.
11. The Service Provider reserves the right to suspend the provision of Services in the event of the Client failing to make a timely payment, in whole or in part, for other services.
12. The Service Provider reserves the right to discontinue or restrict the provision of the Services, including, to refuse to publish materials which, in the Service Provider's opinion, are contrary to the accepted principles of morality, are unlawful, violate these Terms and Conditions or the terms and conditions of the Website, or promote entities whose business activities constitute competition to the business activity of the Service Provider, without indicating the reasons.

§6. Opinions

1. The Client states that it is aware that one of the functionalities of the Employer Profile allows users of the Website to leave opinions and make comments about the Client, and the Client accepts it without any reservations.
2. The Client states that it indemnifies and holds the Service Provider harmless from any liability for the comments and opinions left by users of the Website which may violate the Client's personal or other rights and agrees not to pursue any claims against the Service Provider related to this issue.
3. The Service Provider does not interfere with the content of comments and opinions posted by users. Comments and opinions are removed by the Service Provider on the basis of an enforceable court judgement.
4. The Client may notify the Service Provider of any breach of the Client's personal rights by any users. The notification should indicate in particular the content of the infringement and the reasons explain how the content violates Client's personal rights.
5. The Service Provider may remove comments or opinions of users if they clearly violate applicable legal standard

§7. Payments

1. The Client undertakes to pay the remuneration within the period specified in the Order or form or the Contract.
2. The commencement of provision of the Services will be the basis for issuing the invoice.

§8. Complaints

1. The Service Provider provides an e-mail address (reklamacje@goldenline.pl) to which enquiries and complaints can be sent.
2. Complaints may be submitted within 14 days from the day on which the Service was provided or was supposed to have been provided.
3. Complaints will be considered within 14 days of the date of their submission.
4. Any complaint must contain in particular information on the subject of the complaint and the circumstances which justify it.
5. In case of a failure to meet deadlines for the execution of acts of due diligence, the complaint will not be considered.

§9. Duration and termination of the Contract

1. The Order is made for the period defined in said Order.
2. The Client is not entitled to terminate the Order before the end of its duration period, unless the Client pays a one-off contractual penalty in the amount corresponding to the remuneration which would be payable to the Service Provider for the entire duration of the Order. The contractual penalty is to be paid within 3 days of the Client receiving the debit note.
3. If the Client's delay in paying a part or the entirety of the remuneration exceeds 14 days, the Client's access to all Services is blocked. The blockade does not mean that the obligation to pay the full remuneration for the period of blockade ceases to exist.
4. In the event of default of payment for two months, the Service Provider reserves the right to terminate the Order with immediate effect and to impose a contractual penalty in the amount equal to 100% of the remuneration which would have been payable by the Service Provider for the entire duration of the Contract. The contractual penalty is to be paid within 3 days of the Client receiving the debit note.
5. The Service Provider has the right to terminate the Order at any time with one month's notice, provided that:
 - a) If the termination occurs due to reasons attributable to the Client, the Service Provider will be entitled to 100% of the remuneration which would have been payable by the Service Provider for the entire duration of the Contract. Reasons attributable to the Client are for example such actions as publication of unlawful materials, violations of the Terms and Conditions, and misuse of the Services.
 - b) If the termination occurs for reasons attributable to the Service Provider, (e.g. change of the Terms and Conditions, change of the scope of Services), the Client will be entitled to the refund of the remuneration paid to the Service Provider in the amount proportional to the period during which the Services would have been rendered if the Order had not been terminated.

§10. Personal data

1. The Service Provider processes the personal data of the employee of the Client who has been appointed as the moderator of the Employer Profile, acting as the personal data processor in the meaning of the applicable law, without prejudice to the rights of the Client to which it is entitled as a personal data controller under the Regulations on Electronic Provision of Services. Pursuant to the Regulations, the Client orders the Service Provider to process the personal data specified in the Regulations ("Personal Data").
2. The Personal Data of the above-mentioned employee are processed throughout the entire Service Provision Period and during the 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 potential claims related to the performance of the Employer Profile Service.

3. The Personal Data of employees of the Client are entrusted for processing to reliable partners of the Client, to which the Service Provider hereby grants its consent. The above-mentioned entrusting of the personal data processing is necessary for the proper provision of the Candidate Search service.
4. In the course of the Client's use of the Employer Profile Service, data on the use of the Service are processed in order to better adapt the Service to the Service Provider's needs.
5. The Client releases the Service Provider from its information obligations towards persons whose personal data will be provided to the Service Provider to facilitate the performance of the Services and undertakes to fulfil these obligations independently, on its own.
6. The Service Provider processes the Personal Data only in order to ensure the correct provision of the Service and only to the extent necessary to perform it.
7. 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 Personal Data only on the basis of the Client'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 informs the Client of this legal obligation before any processing operations begin, unless such law prohibits the provision of such information due to an important public interest;
 - d) help the Client, through appropriate technical and organisational measures, in fulfilling the obligation to respond to requests of data subjects;
 - e) ensure that persons authorised to process Personal Data have agreed to maintain secrecy in regard to said data, unless they are persons that are subject to secrecy obligations under the law;
 - f) promptly notify the Client of any Personal Data breaches, no later than within 24 hours of their detection;
 - g) erase or return the Personal Data and delete all copies thereof after the termination of the Agreement, depending on the Client's decision, unless the provisions of the applicable law provide otherwise.
8. The Service Provider provides the Client with all information necessary to perform its duties related to entrusting the processing of Personal Data. The Service Provider allows the Client to carry out audits, including inspections, in the scope related to entrusting the processing of Personal Data and ensures cooperation in this regard.
9. The Service Provider is entitled to authorise persons acting on its behalf, including sub-processors, to process Personal Data on behalf of the Client, including issuing instructions on the Personal Data processing to those sub-processors on behalf of the Client.
10. The Service Provider may transfer Personal Data to third countries (i.e. countries located outside the EEA), with the proviso that it ensures that such transfer takes place in accordance with the relevant provisions of the Regulation.

§ 11 Final provisions

1. The Client grants the Service Provider permission to use information published in the Employer Profile (including logotype, and the company name) throughout the entire duration of the Service and 24 months after termination of the Order for promotional purposes, that is to promote the Product and the Service Provider. The information will be used in particular in the Service Provider's sales presentations and on the product page of the Service.
2. Termination of the Order does not constitute a withdrawal of the Client's permission to the Service Provider's use of the Client's data and materials for marketing or advertising purposes, etc.

3. The Service Provider reserves the right to conduct maintenance works of the IT system of the Service Provider, which may cause certain difficulties or prevent Clients from using the Services. The Client will be notified about the date and expected duration of the maintenance works before they begin.
4. If the provision of the Service is made impossible due to the force majeure, in particular the failure of the Service Provider's servers, the Service Provider undertakes to extend the period of provision of the Service by the period affected by force majeure.
5. The provisions of the Polish law, in particular, of the Civil Code (Journal of Laws, No. 16, item 93, 1964, as amended), the Act on Provision of Electronic Services (Journal of Laws, No. 144, item 1204), the Telecommunication Law (Journal of Laws, No. 73, item 852, 2001, as amended), and the Act on Copyright and Related Rights (Journal of Laws of 1994, no. 24, item 83, as amended) will apply in all matters not regulated herein.
6. Any disputes which cannot be settled on the basis of the provisions of the Terms and Conditions or the Order will be settled by extrajudicial negotiations.
7. The authority competent to adjudicate in any dispute arising from the Order or the Terms and Conditions is the Court of Warsaw.
8. Any changes and reservations introduced to the content of the Terms and Conditions, require in each case a written consent of the Parties to the Contract under pain of nullity, provided, however, that the change of the Appendix by the Service Provider does not require obtaining a separate written consent of the Client. The Appendix can be changed by the Service Provider upon a prior notification of the Client via an e-mail message sent by the Service Provider to the address provided in the Order. The notification referred to above is to include the new content of the Appendix and the date of entry into force of the changes covered by this Appendix.

Appendix 1

TYPES OF SERVICES PROVIDED BY THE SERVICE PROVIDER

1. Visual branding in the header of the Employer Profile
2. Publication of photos and video materials featuring e.g. team, work culture – maximum 60 photos or videos
3. Publication of sections „Why us?“ describing the Client
4. Presentation of a map with locations of the Client's headquarters and branch offices
5. Employees Section – a list of users of the Website who named the Client's company as their current place of work
6. Recruitment process tab that allows presenting the recruitment process divided into departments.
7. Possibility to distinguish 3 employees within the Employees section
8. List of the Client's recruitment ads posted on the Website.
9. Possibility to comment on employees' opinions as an employer (this function is available to the Profile moderators who have user profiles on the Website and were designated by the Client).
10. List of people who want to work for the Client
11. Notifications about any new person who wants to work for the Client
12. Greater visibility on the list of employers due to a special icon and text indicating the existence of an “official profile”.
13. Display of the Employer Profile under all postings of the Client, together with the logo, company description and most important information from the profile.
14. Display of the Employer Profile on the Website:
 - a) Home page (www.goldenline.pl) for logged-out users (on a rotational basis, depending on the amount of space available for display)
 - b) Home page (www.goldenline.pl) for logged-in users (on a rotational basis, depending on the amount of space available for display)
 - c) Profiles of competing companies which do not use the Employer Profile Service (on a rotational basis, depending on the amount of space available for display)
 - d) Discussion groups (on a rotational basis, depending on the amount of space available for display)
15. Statistics of the Employer Profile
16. Possibility of publishing status updates in the News section
17. Integration of the News section with the Client's Facebook profile
18. Possibility of designating a person from the Client's HR department to be the contact person on the Employer Profile and encouraging users to get in touch with this person.
19. Possibility of granting ability to edit the Employer Profile only to a restricted number of designated employees (who have user profiles on the Website).
20. Possibility of granting the right to edit the profile content to a designated employee with a user profile on the Website without a need to wait for the Service Provider's approval of the introduced changes.