

# JOBSQUARE TERMS

## I. DEFINITIONS

The terms used in these regulations shall mean:

1. **Regulations** - Jobsquare Sp z o.o with its registered office in Warsaw at ul. Mokotowska 1st place 128; 00-640 Warsaw, entered into the Register of Entrepreneurs under KRS number 0000552038, NIP 701-04-76-831, REGON 361237797
2. **Application** - a web application available at [www.jobsquareapp.com](http://www.jobsquareapp.com) and shops Google Play and the App store, which owned and operated by Service Provider
3. **Services** - general services provided by the Service Provider Application
4. **User** - a natural person, legal person or a person with no legal personality, the law recognizes the legal capacity to use the application in order to use the Services
5. **Content** - general information, materials and data, such as text materials, descriptions, pictures, graphics, etc., Posted by users in the Application
6. **Account** - available for the user space application through which he introduces and manages content. The account is created in the process of registration in the Application. Having accounts in the Application is necessary to use the full range of application
7. **Consumer** - a natural person who is not an entrepreneur, which includes the Service Provider contract at a distance within the meaning of the Act of 2 March 2000. On protection of consumer rights and liability for damage caused by dangerous products [OJ 2000, n. 22 pos. 271, as amended. d]
8. **The contract** - The contract - any contract concluded pursuant to the Regulations by the Service Provider with the User electronically, the object of which are services provided in the Website - within the meaning of the Act of 18 July 2002. of electronic services [Acts. U. of 2002. No. 144, item. 1204, as amended. Chg.]

## **II. General Provisions**

1. 5. Regulations define the terms and conditions of use of the application Jobsquare and website applications [www.jobsquareapp.com](http://www.jobsquareapp.com), rights and obligations of Providers and users associated with the provision of services electronically via the Application by the Service Provider.
2. The service provider provides users free Terms and Conditions before the conclusion of the Agreement.
3. User is obliged to respect the provisions of the Regulations since commencing to use the Services.
4. Using the Application constitutes acceptance of Terms and Conditions.

## **III. Technical conditions of use of the Application**

The technical requirements necessary to support the ICT system, which is used by the Service Provider are as follows:

1. The connection to the Internet
2. A Web browser that will display on a computer screen HTML documents
3. The service provider is committed to the provision of services chosen by you no later than 24 hours from the time of registration the Account Application. If the account will be created on the day a public holiday, it will start providing services no later than the end of the first subsequent working day.

## **IV. Conditions governing the provision of Services by the Service Provider**

1. Registration Account in the Application is free.
2. When registering Accounts Service Provider collects the following personal data: name, surname, e-mail e-mail address, date of birth, photo, resume, employment history, education, place of residence, websites and personal description.

3. Account Registration in the Application is also possible with the level of external internet sites like, Facebook, Google Plus and website applications [www.jobsquareapp.com](http://www.jobsquareapp.com).
4. The service provider is not liable for the lack of updates the user's data indicated during registration, in the event of subsequent changes.
5. Using the Services in Application may be paid or free, while paid services are indicated in the application in such a way that before deciding to make use of the Service, You can refer to the price of services and their specific conditions. This information is available on the relevant page of the application dedicated to a particular Service (applies to versions of the application for Employers).
6. Registering an account in the Application, you accept these Terms and Conditions.

## **V. Additional services in Application**

1. The application and page [www.jobsquareapp.com](http://www.jobsquareapp.com) offers users additional services in the Application. Details of the additional services are visible immediately after the user logs on to the account in the application and on the [www.jobsquareapp.com](http://www.jobsquareapp.com) (only version for Employers).
2. Service Provider reserves the right to make further additional services to the users registered in the application (ie. Holding account) according to the principles set out in the Application.
3. In the case of restriction of access to any of the Services add-on applications for any reason, including technical, you have the right to use the other services offered in the Application.

## **VI. Publication Content**

1. Content can publish Users with Account in the Application.
2. PBy posting User Content declares that:
  - a) vested property rights - including rights to property and contents
  - b) The rights of these findings are not limited in that are free from legal defects
  - c) The content does not infringe the rights of third parties, including not affect the rights to the image and of any third party
  - d) The contents are not contrary to law or morality

3. Only the user is responsible for the accuracy of the statements referred to in paragraph 2 above.
4. The service provider is not liable for claims by third parties that are inconsistent with the User statements referred to in paragraph 2 above.

## **VII. Moderation**

1. The Service Provider is entitled to Content moderation, ie: Removal of content, for which third parties have submitted valid claims relating to violations of their rights as a result of the publication of Content Content Removal whose publication violates the law or good morals Promote Content that in the opinion of the Service Provider deserve special recognition or exposure in the Application or on external websites. In the case of content promoted by the Service in accordance with the principles set out in paragraph 3) above, the Service Provider is entitled to edit the content determinations, such as the title, appropriate tagging, award, a special arrangement or form.

## **VIII. Removing User Accounts**

1. The user may at any time remove his account in the application.
2. User account deletion deletes all data associated with that gathered in the Application Account.
3. Removal of User Account is tantamount to resignation from continued use of the Services, for which possession in the Application Account is essential.
4. Removal of Accounts does not suspend the provision by the Service Provider fee-based services, which will be implemented in accordance with the order's paid.
5. User Account is automatically deleted at the request of the user.

## **IX. Termination of the contract by the Consumer**

1. With regard to services, which started using the consumer within ten days of the conclusion of the Agreement with the Service Provider, or those services

that have the properties individually defined by the Consumer or individually associated with a person Consumers, off the consumer's right to cancel the contract on the basis of Art. 10 paragraph. 3 point 1 and point 4 of the Act of 2 March 2000. On protection of consumer rights and liability for damage caused by dangerous products [OJ 2000., No. 22 item. 271, as amended. d].

5. **2**Paragraph 1 above shall apply in particular when buying by the consumer fee-based services in the Application, the implementation of which occurred after payment of debts.
6. **3**In cases other than those referred to in paragraphs 1 and 2 above, within 10 days from the date of conclusion of the contract, the consumer may cancel the contract by submitting a written statement sent to the address of the Service Provider or contact form specified in the Application.

## **X. Privacy**

1. Registering an account in the Application User agrees to the processing of personal data in accordance with the Act of 29 August 1997. On the protection of personal data [Acts. U. of 1997. No. 133, item. 883, as amended. d]. The personal data you provide the Service Provider in connection with your use of the Application are processed in order to implement the Agreement in the Services (including handling complaints) as well as for marketing purposes.
2. The data controller within the meaning of the Act of 29 August 1997. On the protection of personal data is the Service Provider.
3. Each person that registers in the Application have the right to inspect their data and the ability to correct, the same data is voluntary but necessary to achieve the objectives set out in paragraph. 1 above.
4. The use of personal data in the application in any case is voluntary, but due to the nature of the various services, failed to give adequate personal data could mean the impossibility to benefit from specific services.
5. You have the right to inspect their personal data and their correction, and to demand their removal.
6. By registering for the Application User declares that agree to:
  - a) be on account of the Application and e-mail address given at registration of the Service newsletters.
  - b) The display his application and through notification "push" notices, including recruitment advertisements, announcements of new

messages and communicate with people interested in sending information.

## **XI. Disclaimer**

1. By accepting these Terms You agree not to use the terms of the Application Service Provider for the purpose that is unlawful or prohibited purposes under the provisions of the Regulations.
2. It is prohibited to use the application in a way which could damage, disable, overburden, or disability Application or interfere with the freedom to use the Application by other users.
3. You agree to refrain among others from:
  - a) The abuse, stalk, harass, intimidate others, including other users of the application or violation of their rights (eg. the right to privacy, intellectual property rights and image)
  - b) dissemination of materials or information that is unlawful, abusive, defamatory, pornographic, contrary to morality
  - c) impersonate any person
  - d) The use of third party Account
  - e) The use of content, including text, images, graphics, etc., which are not vested with the powers
  - f) The limiting other users of unrestricted exploitation Apps
  - g) The publication of advertisements and promotional messages of any product (including links to other websites) without the permission of the Service Provider. Advertising and promotional messages published without such consent shall be removed by the Service Provider.
  - h) The use of any material posted in the Application (including photos, descriptions of services or goods) without the written consent of the Service Provider and. use, copy, collecting, indexing or data of other users
  - i) use, copy, collecting, indexing and processing databases collected in the Application, as well as technological and functional Application
  - j) The automatic setting accounts
  - k) to send to other users of the Application unsolicited communications (spam)
4. The service provider reserves the right to periodically disable application availability to its expansion, maintenance or solving technical problems.

5. In the case referred to in paragraph. 4 above, if the possibility Your use of the already paid fee-based services suffered prejudice, the period of use of the Services will be reasonably extended by a period during which the user can not use the Services.

## **XII. Complaints**

1. You can make a complaint regarding services in any form, by sending the complaint to the form specified in the Application.
2. In the message on the complaint You should conclude all the details necessary to examine the complaint by the Provider (in particular the subject of the complaint, the exact description of the event, the complaint concerns).
3. The application brings the user to the complaint within 14 working days of its receipt.

## **XIII. Entry into force and amendments to the Regulations**

1. Regulations is available on the website of applications at [www.jobsquareapp.com](http://www.jobsquareapp.com).
2. Service Provider reserves the right to make changes in the Regulations.
3. If you do not agree to the new Terms and Conditions, you may terminate your use of the Application and delete your account.