

WORK4YOU.GLOBAL
We help. 4 real.

Terms and Conditions for the Provision of Services by the www.work4you.global Website for Employers



I. Glossary:



1. **Service Provider/Website Owner/W4YG** – Work 4 You Global OÜ, with its registered address at Narva mnt 13-27, 10151 Tallinn, Estonia, registered in the Estonian Commercial Register under number: 17504644, e-mail: contact@work4you.global or kontakt@work4you.global.
2. **Website** – a website, available at www.work4you.global, owned by W4YG, within which the Services covered by these Terms and Conditions are provided.
3. **Services** – paid or free services provided electronically by the Service Provider to the Website Users on the basis of these Terms and Conditions.
4. **Paid Services** – paid services provided electronically by the Service Provider to the Website Users, in particular Employers, in accordance with these Terms and Conditions and as part of the Points Package.
5. **Points Package** - a point system enabling the use of Paid Services on the Website. The Service Recipient of Paid Services may purchase Points Packages available on the Website in the "Price List" tab, and then use them at their discretion, including for the publication of Job Offers, distinction (promotion) of Advertisements, publication of Articles, issue of Banners, Employer distinction (Recommended Employer), promotion in social media or generation of CSR Certificates or Premium Certificates..
6. **The 50%/50% rule** - 50% of the net payments for each Points Package purchased by the Employer goes to the Foundation selected by the contributor.
7. **Employer** – legal person, an organisational unit without legal personality, as well as a natural person conducting business activity, who uses the Website by creating an Employer's Account and, including, publishes Job Offers on the Website, which is directly related to its business or professional activity, subject to the content of Appendix No. 1 to these Terms and Conditions.
8. **Related Entity** – a natural or legal person or an organizational unit without legal personality related to the Employer by an employment relationship or other type of contract or agreement **obliging the Employer to act on behalf of the Related Entity, in particular to represent it and to carry out recruitment processes on its behalf on the Website**. Persons authorized to represent the Related Entity may be, including, headhunters, recruitment companies, recruitment agencies, employment agencies and other persons or entities with appropriate authorizations (these entities wishing to use the Website on behalf of or as intermediaries of the Related Entity create an Employer Account). In case of doubt, within the framework of these Terms and Conditions, the term "Employer" shall be understood as both the "Employer" and the "Related Entity" on behalf of which the Employer is acting.
9. **Recruiter** – a natural or legal person or an organizational unit without legal personality for which the Employer has made available the Recruiter's Account assigned to its Employer Account.
10. **Candidate** – a natural person seeking employment, who, in accordance with the law of the country of which he is a citizen, has reached the age of majority, has full legal capacity and, in the light of the applicable legal provisions or the provisions of law in force in the country of the Employer to which he or she is applying, may legally perform gainful employment or provide services on the basis of any agreement, registering for this purpose on the Website (creating a Candidate Account there) and having the

possibility of filling in the Application Form in order to respond to a Job Advert published on the Website or applying for a Job Advert without the need to Register (create a Candidate Account) on the Website.

11. **Service Recipient** – Employer, Related Entity or Candidate.
12. **Service Recipient of Paid Services** – an Employer who uses the Paid Services offered on the Website as part of the Points Package.
13. **User** – Employer, Related Entity, Recruiter, Candidate and all visitors to the Website.
14. **Account Manager** – a person responsible for contacts with Users and authorized to act on behalf of the Service Provider.
15. **W4YG Foundation/Ambassador** – non-governmental organizations in various countries, registered and operating in accordance with the regulations of the country of their headquarters, not operating for profit, whose purpose is charitable activities for the benefit of society or a selected group, including in areas such as: social care and assistance, human rights, children's rights or animal rights, environmental protection, development of the economy and science, education and upbringing, culture, art or care of monuments, cooperating with the Website. The Website provides a search engine for the Foundations and their business cards.
16. **Registration** – creation of an Account on the Website by the User (Candidate Account or Employer Account). A prerequisite for Registration is the correct completion of the Registration Form, the expression of the necessary consents to create an Account, acceptance of the Website Terms and Conditions and the Website's Privacy Policy, and then activation of the Account (Candidate or Employer) by receiving a message sent from the Website to the provided e-mail address and clicking on the verification link in the e-mail (confirming the e-mail address- the so-called double opt-in model).
17. **Registration Form** – a form made available on the Website, in the "Registration" tab, filled in during the Registration and enabling the creation of an Account (of the Employer or Candidate) on the Website.
18. **Application Form** – a form used by the Candidate to submit an application in response to a Job Advert posted on the Website by the Employer (also without the need to create an Account). Correct completion of the Application Form and expression of the necessary consents for the Service Provider to make Personal Data available and processing by the Employer, as well as acceptance of the Website Terms and Conditions and the Website Privacy Policy are necessary for the correct submission of the application.
19. **Employer Account** – a set of resources and settings available to the Employer from the moment of Registration, used to manage the Services, in particular to publish, edit and manage Job Offers. The use of the Services on the Employer Account is generally paid, **with the exception of the One-Time Free Points Package**. Setting up and using the Employer's (and the Recruiter's) Account is a free Service provided by the Service Provider to the Employer.
20. **Employer's Business Card** – information that the Employer enters on the Employer's Account, including, including company name, contact details (telephone, e-mail), data and registration numbers (registration numbers, tax identification numbers, statistical numbers, etc.), address of the company's registered office, location map, information on the number of employees, information on annual turnover, logo, graphic banner, description of the company's activities, photos presenting the company, video materials, links to external reviews online platforms or links to social media, published

on the Website in the "Employers/Companies" tab. Under the Employer's Business Card, there are also Job Offers that the Employer has published on the Website.

21. **Recruiter's Account** – a set of resources and settings available to the Recruiter established by the Employer from the moment the Recruiter is added to the Employer's Account, used to manage the Services, in particular to publish, edit and manage the Employer's Job Offers. The Recruiter's Account is closely linked to the Employer's Account, and its functionality is limited by the Points Package purchased by the Employer.
22. **Candidate Account**- a set of resources and settings available to the Candidate from the moment of Registration, enabling among others searching for Job Offers posted on the Website and applying for Job Offers of their choice. Setting up and using the Candidate Account is a free Service provided by the Service Provider to the Candidate..
23. **Job Offers/Offers/Advertisements** – job advertisements published by the Employer or the Recruiter on the Website, including on the home page, as well as in the "Offers" tab, aimed at employing a Candidate for a specific position, in accordance with these Terms and Conditions and the law applicable to the Employer's registered office, and in the event that the Employer is looking for an employee in another country, also in accordance with the laws of that country.
24. **List of Job Offers / List of Offers / List of Advertisements**- a list of Job Offers published on the Website, in chronological order according to the date of their publication (from the newest Job Offer to the oldest). The list of Offers may also include Featured Ads (if the Employer has decided to promote a specific Offer or its company as a Featured Employer) or refreshed (if the Employer has decided to refresh a specific Advertisement). Offers highlighted, from Referred Employers or refreshed are located outside the chronological order at the top of the Website's interface, due to the desire of Employers to promote them. The User has the option of filtering the Offers in order to adjust them to their preferences according to parameters, i.e including location (country, city), industry, sub-industry, profession, position, mode of work, level of experience, form of employment, working time..
25. **Job Offer Search Engine** – a tool available on the main page of the Website that allows you to search for Advertisements according to the following parameters: location (country, city), industry, sub-industry, profession, position, mode of work, level of experience, form of employment, working time. The search works in a sequential manner, i.e. after selecting a country, it is possible to further filter the results by city, industry, etc. After specifying the parameters, the User can go to the List of Job Offers that meet their preferences.
26. **Employer Panel**- a tool in the Employer Account that allows, among others, to create an Employer Business Card, manage Job Offers, Candidate Applications, Recruiter Account and other Services within the Points Package, view statistics or monitor the status of the Points Package..
27. **Recruiter Panel** - a tool in the Recruiter's Account linked to the Employer Account, which allows, among others, to manage Job Offers, Candidate applications and view statistics.
28. **Agreement for the Provision of Services/Agreement** – an agreement between the Service Provider and the Service Recipient, concluded at the moment of the User's Registration on the Website, after prior expression of the necessary consents, acceptance of the Website Terms and Conditions and the Website's Privacy Policy. The agreement is concluded for an indefinite period of time. The Service Agreement concluded by the Service Provider with the Employer may be free of charge (for

maintaining the Account and for using the One-Time Free Points Package) and paid (for the purchase of the Points Package). A fee-based agreement, also referred to as the "Paid Services Agreement", obliges the Service Provider to provide the Employer with a Points Package under which the Employer may, at its discretion, use the Paid Services. The basis for the settlement of the Agreement for the Provision of Paid Services are invoices issued by the Service Provider.

29. **One-time Free Points Package** – a free Points Package in the amount of **50,000 points, which is received by each Employer who has created an Employer Account on the Website for the first time.** If another Employer Account is subsequently created by the same Employer or an entity in any way related to it, the One-Time Free Points Package is not eligible and may be blocked (as well as an Employer Account created in order to obtain a One-Time Free Points Package again).
30. **Articles** – a tab on the Website made available free of charge to Users, where you can find various types of content, including industry articles and advice, and other content, including on lifestyle topics. Employers may publish Articles on the Website as part of the Points Package.
31. **Banner** – an advertising banner that Employers may publish on the Website as part of the Points Package.
32. **CSR Certificate** – a paid certificate that the Employer may obtain as part of the Points Package, containing and confirming information on the amount transferred to a specific Foundation.
33. **Premium Certificate** – a free certificate that the Employer may receive if, while using the Website Services, they made payments in accordance with the 50% to 50% Rule, as a result of which he purchased a total of at least:
 - 1) **40,000 points – Bronze Certificate,**
 - 2) **60,000 points – Silver Certificate,**
 - 3) **100,000 points – Gold Certificate,**
 - 4) **160,000 points – Diamond Certificate,**

From the moment of reaching 40,000 points, the possibility of generating a Premium Certificate in the version specified in point 1 is activated. An Employer can exchange points for a Bronze Certificate or continue to collect them without exchanging them until they reach 60,000, 100,000 or 160,000. If the Employer exchanges points for one of the certificates specified in points 1 to 4, an appropriate document is generated and the corresponding number of points is deducted from the collected pool.
34. **Newsletter** – a service provided by the Website, enabling Users, with their prior consent, to receive information about news, including the latest Job Offers, new services available on the Website, promotions and competitions, as well as to receive commercial information and other marketing content, as well as access to industry articles, advice and other content, including on lifestyle topics.
35. **Distinguished Employer/ Recommended Employer** - a service provided to the Employer as part of the Points Package, consisting in the presentation of the Employer on the Website in a distinguished manner or in the section of Recommended Employers.
36. **Business Days** – days from Monday to Friday.
37. **Non-working days** – Saturdays, Sundays and public holidays, i.e. public holidays in the Republic of Poland (01.01, 06.01, the second day of Easter, 01.05, 03.05, Corpus Christi Day – 60 days after Easter Sunday, 15.08, 01.11, 11.11, 24- 26.12.).
38. **Provision of Services by Electronic Means** – performance of a Service provided without the simultaneous presence of the parties (at a distance), through the transfer of data at

the individual request of the Service Recipient, sent and received by means of devices for electronic processing, including digital compression, and data storage, which is entirely transmitted, received or stored by means of a telecommunications network.

39. **Means of Electronic Communication** – technical solutions, including ICT devices and software tools cooperating with them, enabling individual communication at a distance using data transmission between ICT systems, in particular e-mail.
40. **Personal Data** – any information about an identified or identifiable natural person.
41. **Data** – Personal Data and non-personal data.
42. **Cookies** – text files in which the Website's servers store information on the hard drive of the computer or mobile device used by the User. The information stored in such a "cookie" file can be read by the Website's server when reconnecting from this device (the so-called "first party cookies"), but they can also be read by other servers or other Internet users (the so-called "third party cookies").
43. **Privacy Policy** – the privacy policy of the Website available in the "Privacy Policy" tab.
44. **Terms and Conditions** – these Terms and Conditions for the provision of Services for Employers, available in the tab entitled "Terms and Conditions for Employers".

II. General provisions.



1. These Terms and Conditions specify:
 - 1) the terms and conditions of the Provision of Services by Electronic Means, including:
 - a) technical requirements necessary for cooperation with the ICT system used by the Service Provider,
 - b) prohibition of providing illegal content by the Service Recipient.
 - 2) rights and obligations of the Service Provider and Service Recipients related to the provision of Services,
 - 3) the rules for using the Website by Users, in particular Service Recipients of Paid Services and the method of their settlement,
 - 4) rules for excluding the Service Provider's liability for the provision of Services,
 - 5) types and scope of Services Provided by Electronic Means,
 - 6) the conditions for concluding and terminating the Service Agreement,
 - 7) complaint procedure.
2. The Service Provider makes the Terms and Conditions available to the Service Recipient free of charge before concluding the Agreement, as well as – at the Service User's request – in such a way as to enable the acquisition, reproduction and recording of the content of the Terms and Conditions using the ICT system used by the Service Recipient. These Terms and Conditions can also be downloaded in PDF format and archived at any time.
3. The Service Provider provides the Services in accordance with the Terms and Conditions and applicable law.

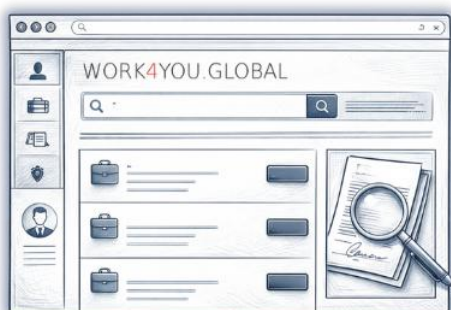
4. The Service Recipient is obliged to comply with the provisions of the Terms and Conditions, which have been made available to them in the manner described in paragraph 2 above.

III. Terms of Service.

1. The technical requirements necessary for cooperation with the ICT system in which the Website operates are as follows:
 - 1) A computer or mobile device
 - 2) Internet connection,
 - 3) A web browser that allows you to view HTML documents on your computer or mobile device screen. The browser should accept Cookies (so-called "first party cookies");
 - 4) access to e-mail.
2. It should be noted that the Service Provider is not an Internet service provider. In order to use the Services, the Service Recipient should have a computer or a mobile device with Internet access, which enables the use of the Services through the Website.
3. It is prohibited for the Service Recipient to provide illegal content. In the event of violation of the said prohibition, the Service Provider has the right to terminate the Agreement immediately and delete the Account (of the Candidate or the Employer).
4. W4YG implements mechanisms that allow Users to electronically report the presence of certain information on the Website that they consider to be illegal content. The Service Provider shall also notify the User of its decision with regard to the information to which the report relates without undue delay, providing information on the possibility of appealing against the decision made. The Website Owner shall consider all reports received and shall make decisions with respect to the information to which the reports relate in a timely, non-arbitrary and objective manner and with due diligence.



IV. Rights and obligations of the Service Provider.



1. The Service Provider undertakes to provide the Services on a permanent and uninterrupted basis, in accordance with current technological capabilities, subject to paragraph 2 below.
2. The Service Provider reserves the right to:
 - 1) temporary cessation of the provision of the Services due to maintenance or other activities related to the modification of the Website or due to the occurrence of force majeure (e.g. power outages, power failures, blackout, flood, fire, snowstorm, hurricane, pandemic, earthquakes, state of emergency, war or other fortuitous events),
 - 2) sending technical and legal transactional messages related to the provision of Services to the Service Recipient's electronic address,

- 3) sending marketing messages to the Service Recipient's e-mail address or calling the Service Recipient's phone number in order to present the Website's offer (direct marketing of own services in the legitimate interest of W4YG),
- 4) checking the correctness and compliance with the factual state of the registration data and the Data of persons authorized to represent or proxies of the Employer, provided during the creation of the Employer's Account and throughout the term of the Agreement; in the event of providing registration data or other Data inconsistent with the actual state, the Service Provider reserves the right to suspend or delete an incorrectly created or maintained Employer Account (more on this subject in Chapter V of these Terms and Conditions),
- 5) modifications of the Services provided, and in particular changes in prices for Services, tools, functions and the manner of operation of the Website (with the proviso that they will not affect the Points Package purchased before the modification, which the Employer will be able to use on the existing terms, i.e. the rules in force on the date of purchase of the Points Package),
- 6) verification and approval (or refusal to approve by a person) the content of the Article or the Banner, in terms of, including compliance with the applicable law (or the law of the country in which the content will be made available), established custom, good manners and principles of social coexistence) that the Employer wishes to publish on the Website as part of the Points Package,
- 7) verification (by a person) of the materials placed on the Employer's (Recruiter's) Account (including in the form of photographs or videos, graphic or word-graphic logos), as well as other content posted or published by the Employer on the Website (e.g. Articles, Banners), including checking whether they do not infringe any personal rights or other rights, including intellectual property rights (including copyrights or industrial property rights) of third parties or entities, in particular where a breach is reported; in the event of becoming aware of a probable infringement, the Website Owner may request from the Employer explanations and evidence of the rights held (including consent to the use of the image, copyright transfer agreement, etc.),
- 8) make (by a person) a correction of the content and category of the posted Job Ad, after notifying the Employer of the identified irregularities and calling on the Employer to independently change the content or category of the Job Ad; in the event that the posted Job Advert violates these Terms and Conditions or the provisions of applicable law, or the provisions of law or established customs of the country in which the Job Advert was displayed or intended to be published, the Service Provider has the right (by making a decision without the participation of an algorithm) to remove it or disable its activity, immediately notifying the Service Recipient thereof and calling on the Service Recipient to change its content,
- 9) removing from the Website a Job Advert that is inconsistent with the Terms and Conditions or the provisions of applicable law, or with the provisions of law or established customs of the country in which the Job Advert was displayed, in the event that the Service Recipient has not modified the content of the Advertisement despite the invitations (the decision is made without the participation of an algorithm),
- 10) remove from the Website any content other than the Job Offer made available by the Service Recipient on the Website, if such content violates the provisions of these Terms and Conditions or the provisions of mandatory law, including international law (the decision is made without the participation of an algorithm),
- 11) comply with the request of the competent and authorized authority, by, including removing the content (including Job Ad, Article, Banner, etc.) from the Website due to their non-compliance with mandatory provisions of law (the decision is made without the participation of an algorithm),

- 12) termination of the Agreement immediately and deletion of the Employer's Account, in the event of the Service Recipient providing illegal content (the decision is made without the participation of an algorithm).
3. The Service Provider responds to the User's reports regarding disruptions in the operation of the Website within 72 hours of their receipt. Reports received on Non-Business Days will be processed no later than the end of the following Business Day.
4. The Service Provider undertakes to provide all possible assistance to Users in the event of any problems in using the Website Services.

V. Opening an Employer account. Rules of cooperation and provision of Services to the Employer.

1. The cooperation between the Service Provider and the Service Recipient of Paid Services begins at the moment of proper creation of the Employer's Account on the Website by the Employer (correct Registration by the Employer).
2. In order to create an Employer Account on the Website, the Employer is obliged to:
 - 1) correctly fill in the Registration Form (fill in all required fields) and provide the Data consistent with the actual state; The data entered in the Registration Form and subsequently on the Employer's Account (as well as the related Recruiter's Account), as well as the materials placed on the Employer's (Recruiter's) Account (including in the form of photographs or videos, graphic or word-graphic logos) should be consistent with the Employer's registration data, with the actual state and must not infringe personal rights or rights, in particular intellectual property rights (including copyrights or industrial property rights) of persons or third parties;
 - 2) accept the Terms and Conditions of the Website, the Privacy Policy and give the necessary consents to create an Employer Account, by unchecking the appropriate checkbox in the Registration Form,
 - 3) activate the Employer Account (as well as the Recruiter's Account associated with it) by clicking on the activation link, which will be sent from the Website to the e-mail address provided in the Registration Form.
3. By opening an Employer Account, the Employer also declares that:
 - 1) the Data provided by the Employer, i.e. entered by the Employer in the Registration Form and subsequently on the Employer's Account (as well as the Recruiter's Account associated with it) are complete, consistent and for the duration of the Agreement will be consistent with the Employer's registration data, with the actual state and do not infringe any personal rights or rights, in particular intellectual property rights (including copyrights or industrial property rights) of third parties or entities,
 - 2) he/she is entitled to all necessary rights, including economic copyrights and industrial property rights, to the materials placed on the Employer's (Recruiter's) Account (including in the form of photographs or videos, graphic or word-graphic logos), as well as to other content he/she wishes to publish on the Website (e.g. Articles, Banners) and that they do not infringe any personal



- rights or rights, in particular intellectual property rights(including copyright or industrial property rights) persons or third parties,
- 3) undertakes that for the entire duration of the Agreement, he/she will have the right to dispose of the materials placed on his/her Employer (or Recruiter) Account or content published on his/her initiative on the Website (referred to in point 2 above, including the right to grant a license or sublicense – if required by the nature of the Service),
 - 4) is authorised, duly authorised and has all the powers required by law (authorisations, powers of attorney) to represent, act and conduct matters and on behalf of the Related Entity, in particular in the field of recruitment and employment of Candidates,
 - 5) has read the Terms and Conditions and the Privacy Policy of the Website and undertakes to comply with their provisions.
4. By creating its Account on the Website, the Employer, upon making content or materials available on the Account or on the Website (including in the form of photographs or videos, graphic logos or word-graphic logos), grants free of charge consent to the use of such content and materials by the Service Provider (W4YG) (non-exclusive and territorially unlimited license together with the right to grant sublicenses to third parties cooperating in the provision of the Services, including as part of the Points Package), in particular the Employer's company name and the trademark made available by the Employer (graphic or word-graphic logo of the Employer which the Employer uses to designate goods introduced by it into the market or for the purpose of providing its services), regardless of whether it is registered by the competent authority or otherwise protected, for the purpose of providing the Services, in particular promoting its Job Offers, in the following fields of exploitation: introduction into computer memory, reproduction (production of copies of the work using a specific technique, including magnetic recording and digital technology), public exhibition, performance and display, public making available (including through the Website and third-party portals and tools used as part of promotional activities, e.g. Google, LinkedIn and other social networking portals) in such a way that everyone may access it at a place and time individually chosen by them. The above grant of license also includes territorially unlimited authorization (during the term of the license) to exercise derivative rights to the content or materials (including in the form of photographs or videos, graphic logos or word-graphic logos) in the above-mentioned fields of exploitation. The exercise of derivative rights may consist in particular of: translation, modifications, adaptations, layout changes and other alterations, adaptation, division into parts, combining and juxtaposing with other materials or marks.
 5. By creating its Account on the Website, the Employer, at the moment of making the graphic logo or word-graphic logo available on the Account, gives free of charge consent to the use by the Service Provider (W4YG) (non-exclusive and territorially unlimited license with the right to grant sublicenses to third parties cooperating with W4YG) of the Employer's company name and the trademark made available by the Employer (graphic logo or word-graphic logo of the Employer, which the Employer uses to designate the goods it places on the market or for the purpose of providing its services), regardless of whether it is registered by the competent authority or otherwise protected, for the purpose of placing them in the Service Provider's advertising and information materials serving, including the promotion of the Website and in order to inform persons and third parties about the fact of cooperation (conclusion of the Agreement) between the Service Provider and the Employer, including on the Website or in social networks or on leaflets, brochures, presentations, films, photographs and other advertising and information materials, in the following fields of exploitation: introduction into computer memory, reproduction (production of copies of the work by a specific technique, including printing, reprographic, magnetic recording and digital technique), in the scope of trading in the original

or copies on which the work has been recorded – placing into circulation, lending or renting the original or copies, public display, reproducing and displaying, broadcasting and rebroadcasting, making it publicly available (including through the Website and third-party portals and tools used as part of promotional activities, e.g. through Google, LinkedIn and other social networks or on leaflets, brochures, presentations, videos, photos and other advertising and informational materials) in such a way that everyone can access it at a place and time of their choice. The Employer has the right to terminate this license in writing (or electronically) under pain of nullity with a 3-month notice period.

6. The Employer's logo may contain only its graphic mark and the name of the company. W4YG will not accept, i.e. will not publish or remove from the Website, the Employer's logo containing the telephone number, e-mail or website address. The Employer's logo should be provided (or uploaded to the Employer's Panel) in a format and resolution determined and permitted by the Website Owner. Otherwise, the Employer will not be able to provide (or upload) the logo and publish it on the Website.
7. The Service Provider may refuse to create an Employer Account or block or delete an existing Employer Account if:
 - 1) The data provided during the Registration or subsequently on the Employer's (Recruiter's) Account are untrue, incomplete or contain inaccuracies, raise reasonable doubts as to their reliability or are otherwise inconsistent with the Terms and Conditions or with the provisions of mandatory law, including international law, in particular if there is a reasonable suspicion of violation of the rights or rights of third parties or impersonation of a third party or entity,
 - 2) the name of the Employer is already used on the Website or the Employer's (Recruiter's) Account has been registered with the same contact details (e-mail, telephone) or the same domain (website address) or the same registration data (e.g. registration number, tax identification number, statistical number or other registration number),
 - 3) The Service Provider has reasonable and reliable information that the Data provided by the Employer during the Registration or on the Employer's (Recruiter's) Account are contrary to the law, good morals, accepted custom, untrue, incomplete, contain inaccuracies, raise reasonable doubts as to their reliability or are otherwise inconsistent with the Terms and Conditions or with the provisions of mandatory law, including international law, in particular if there is a reasonable suspicion of infringement of the rights or interests of third parties or impersonation of a third party or entity,
 - 4) the activity of the Employer (or the Recruiter) violates the interests, rights or personal rights of the Service Provider or the interests, rights or personal rights of third parties,
 - 5) The Service Provider will receive reliable information about legally prohibited or unfair practices of the Employer (or the Recruiter) towards persons, in particular Users or Candidates, with whom it establishes cooperation through the Website.
8. On the Employer Account, they may include information about their company, including name, contact details (phone, e-mail), data and registration numbers (registration numbers, tax identification numbers, statistical or other numbers), address of the company's registered office, location map, information about the number of employees, information about the annual turnover, logo, graphic banner, description of the company's activities, photos presenting the company, video materials, links to opinions on external online platforms or links to the media social networks. From the data provided on the Employer's Account and on the Website, the Employer's Business Card is created. Under the Employer's Business Card, there are also Job Offers that the Employer has published on the Website.
9. The Employer accepts the need to have a current, active e-mail address. This address is provided when filling out the Registration Form. The Employer is obliged to monitor the provided e-mail



address on an ongoing basis, and in the event of its change, to immediately inform the Service Provider of this fact.

10. The e-mail address is closely linked to the Employer's (and the Recruiter's) Account, constituting a form of identification of this entity and will be used for correspondence related to the provision of the Services.
11. For the activity of the Employer's Account (and the Recruiter), it is required that the Employer has an active and properly functioning website.
12. The Employer undertakes to update the Data reported in the Registration Form and appearing in the Employer's (or Recruiter's) Account on an ongoing basis. This data is collected automatically when generating confirmations of orders and invoices for the Services provided through the Website. The Service Provider shall not be liable for incorrect Data on the invoice or in the order if they are the result of failure to update or save incorrect or incomplete (incomplete) Data in the Employer's (or Recruiter's) Account.
13. The Employer gains access to the Employer's (or Recruiter's) Account using his/her e-mail address and an access password set by the Employer himself/herself. The Employer is obliged not to disclose to any third party the password to access its Employer Account (and the Recruiter) on the Website and is solely responsible for any damage caused as a result of its disclosure.
14. If an unauthorized person (including, a dismissed employee/person exempt from providing services to the Employer or a dismissed member of the Employer's body) changes the login data to the Employer's Account (or the Recruiter), including in particular the change of the e-mail address, the Employer (through a person who presents reliable proof of authorization to act on behalf of the Employer) is obliged to immediately inform the Website Owner of this fact. In the situation in question, W4YG may, at the request of a person authorized to represent the Employer, temporarily block the indicated Employer (or Recruiter) Account or permanently delete it.
15. In order to use the Website Services (in particular Paid Services) through the Employer Account, it is necessary to purchase an appropriate Points Package.
16. The purchase of the Points Package is carried out through the payment systems (methods) available on the Website. After making and crediting the payment, the Points Package is assigned to the Employer's Account, an invoice is issued, and the payment is saved in the transaction history. The Service Provider reserves and allows the possibility of correcting issued invoices until the last day of a given month in which the Points Package was purchased.
17. **Points Pack prices are net prices. W4YG charges a fee for the Points Package at the net price and issues an invoice for the net amount. The Employer should calculate and pay the relevant tax to the competent authority according to the country of its registered office.**
18. On the Employer's Account, in the Employer's Panel, as part of the Services provided by the Service Provider on the Website, the following functions are available, among others::
 - 1) basic statistics of the Employer Account,
 - 2) information on the number of published Job Offers,
 - 3) the number of applications of the Candidates,
 - 4) number of active Recruiters,
 - 5) number of entries to Job Offers,
 - 6) system notifications,
 - 7) information about the current status of the Points Package available on the Employer's Account,
 - 8) managing Job Listings (including the mode of creating, editing, duplicating or deleting Advertisements); as part of the creation of the Offer, the Employer has the opportunity to

- choose which Data they want to obtain from the Candidate (e.g. whether sending a CV is mandatory);
- 9) analyzing Ads statistics,
 - 10) management of Candidates' applications (including reviewing, analysing, changing the status of applications, recruitment notes, data export),
 - 11) creating internal databases of Candidates,
 - 12) managing Recruiters and Recruiter Accounts (creating a Recruiter Account, assigning Recruiters to recruitment projects, editing Recruiters' Data, deleting a Recruiter's Account),
 - 13) access to statistics concerning, including the number of Job Offers, applications, recruitment effectiveness, Recruiter activity, interest in Job Offers,
 - 14) the possibility of sending an Article or a Banner for verification by W4YG and publishing it on the Website as part of the Points Package,
 - 15) the possibility of generating CSR Certificates as part of the Points Package,
 - 16) the possibility of generating Premium Certificates (in accordance with the rules set out in Chapter I, paragraph 33 of the Terms and Conditions),
 - 17) automatic generator of orders and invoices (possibility to download orders and invoices from the Employer's Account in PDF format).
19. In the event of the expiration of the Points Package, the Employer will receive a notification to the e-mail address provided during Registration about the lack of an active Points Package. Notifications are sent periodically, unless the recipient notifies W4YG that they do not wish to receive them by sending an e-mail to the address referred to in Chapter I, paragraph 1 of the Terms and Conditions.
 20. As part of setting up the Employer Account (and the Recruiter), the Employer receives a one-time Free Points Package from the Website Owner. Further use of the Website requires the purchase of a Points Package corresponding to the preferences of the Service Recipient. Any attempt to circumvent the Terms and Conditions in order to obtain another One-Time Free Points Package will be thwarted by W4YG by blocking or deleting newly created Accounts or by blocking or deleting One-Time Free Points Packages earned in violation of the Terms and Conditions.
 21. If the Employer does not purchase the Points Package within 90 days after using the One-Time Free Points Package, all previous activities and collected Data on the Employer's (and the Recruiter's) Account may be extinguished (deleted).
 22. In the event that the Service Recipient deletes the Employer's Account or deletes the Employer's Account by the Service Provider in accordance with the Terms and Conditions, it is not possible to use the One-Time Free Points Package again.

VI. Recruiter Account



1. The Employer has the right to create a Recruiter's Account within its Employer Account. The Recruiter's Account remains closely linked to the Employer's Account (as a kind of sub-account, dependent on the existence of the Employer Account), and its functionality is limited by the Points Package purchased by the Employer.
2. On the Recruiter's Account, in the Recruiter's Panel, as part of the Services provided by the Service Provider on the Website, the following functions are available, among others:
 - 1) management of Job Offers (including mode of creating, editing, deleting Advertisements, analysis of statistics),

- 2) access to the Candidates' applications,
- 3) access to Job Offers published by the Employer (or Recruiter),
- 4) system notifications,
- 5) access to recruitment statistics,
- 6) application management (viewing Candidate applications, analysis of Candidate Data),
- 7) change in the status of the application,
- 8) Adding recruitment notes.

VII. Rights and obligations of the Employer.



1. The Employer manages its Points Package and redeems the Points for Services through the Employer Account (or the Recruiter) as needed with the support of the Account Manager.
2. The Employer independently, by means of the forms available on the Website, places unique Job Offers, which should be in accordance with the law applicable to the Employer's registered office and, in the event that the Employer is looking for an employee in another country, also in accordance with the law of that country (e.g. in the European Union respect the principle of gender neutrality and transparency of remuneration), these Regulations, established customs, rules of social coexistence and good manners. The Service Provider is not responsible for the content of the Advertisements, as it does not edit them, but only makes available space on the Website for posting Offers. W4YG, in good faith and with due diligence, conducts voluntary screening activities or other measures on its own initiative to detect, identify, remove or disable access to unlawful content or takes the necessary measures to comply with legal requirements.
3. The Employer (or the Recruiter assigned to its Account) may publish Job Adverts in its name and on behalf of an Related Entity from whom it has an appropriate and current authorization.
4. Each Job Advert posted by the Employer may relate to only one position and one workplace (one location). If an Employer or a Recruiter wants to recruit for several positions in a specific workplace or for the same position in different workplaces (different locations), they should publish separate Job Adverts.
5. The Employer (or the Recruiter) is free to add, edit, remove or hide Job Adverts. However, the edition excludes the change of: the name of the Employer, the name of the position and the place of work (location).
6. When adding a Job Advert in the Employer's Panel, the Employer is obliged to provide all the Data required on the Website regarding the Job Advert.
7. The Service Provider reserves the right to correct an incorrectly categorized Job Advert or discontinue its publication, without prior notification to the Employer, if it violates the provisions of the law applicable to the Employer's registered office or the law of the country in which the Job Offer was (or was supposed to be) displayed or is inconsistent with these Terms and Conditions, established customs, good manners or violates the rules of social coexistence. The Service Provider shall inform the Employer of the interruption of the publication.
8. The Employer is encouraged to post as much information as possible, but at the same time to the point, related to a given Job Advert, which may be useful in the Candidate's search for a Job Advert and the decision to apply for it.



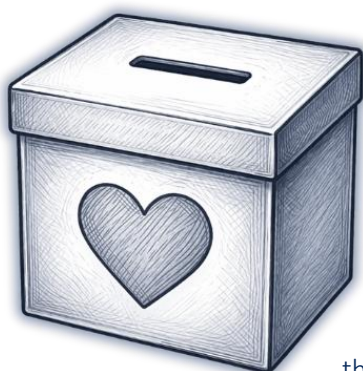
9. It is prohibited to publish in the content of the Job Advert provisions concerning the manner of applying for a Job Advert other than through the Application Form of the Website, in particular it is prohibited to include in the content of the Job Advert: e-mail address, telephone number and the address of the Employer's website.
10. The Employer (and the Recruiter) may not publish advertisements:
 - 1) other than Job Offers,
 - 2) misleading Users and/or containing false information,
 - 3) which have the characteristics of acts of unfair competition or prohibited acts within the meaning of the provisions of mandatory law, including international law,
 - 4) which do not contain the data of the Employer on whose behalf the Job Advert was placed (anonymous offers),
 - 5) discriminate against Candidates in any respect, in particular on the grounds of gender, age, disability, race, religion, nationality, political beliefs, trade union membership, ethnic origin, religion, sexual orientation, form of employment or working time, etc.,
 - 6) requiring the Candidate to pay any fees,
 - 7) arousing suspicion of fraud or violating other provisions of generally applicable law,
 - 8) with signs of emotion.
11. In the event of non-compliance with the provisions of these Terms and Conditions, the Service Provider reserves the right to delete the Job Offers, the Employer's Account (and the Recruiter) without notifying the Employer.
12. In the event of improper performance of the Service, the Employer (Related Entity or Other Entity) may demand from the Service Provider a contractual penalty of up to USD 100 (in words: one hundred US dollars). The contractual penalty exhausts all claims, including damages, of the Employer against the Service Provider.
13. The Data on the Employer's Account may be changed by the Employer directly on the Employer's Account or by the Website administrator at the Employer's request by sending an e-mail message from the e-mail address from which the Employer's Account on the Website was created with a request to change the Data.
14. The Service Provider is not responsible for the processing of Personal Data by the Employer to whom the Candidate's Personal Data has been made available (transferred) via the Website in order to participate in the recruitment process. Upon providing the Employer with the Candidate's Personal Data, the Employer becomes the Candidate's Personal Data Controller and is obliged to fulfil the obligations arising from the applicable regulations on the protection of Personal Data. At the same time, the Employer entrusts W4YG, as a processor, with the processing of Candidates' Personal Data stored in the Employer's Account, under the terms and conditions specified in Appendix 3 to the Terms and Conditions.
15. In the event that the Service Provider shares the Job Offer on social networks, W4YG is not obliged to disclose the exact location of the Job Offer (e.g. a group on a social network) on which the Advertisement was placed.

VIII. Complaints.

1. Service recipients have the right to file complaints in matters related to the provision of Services. Complaints should be sent by email directly to the contact address contact@work4you.global or kontakt@work4you.global. The complaint is considered by the Service Provider.
2. The complaint should include:
 - 1) the Service Recipient's data (name and surname or company name and details of the person submitting the complaint, e-mail address and registration number, tax identification or other registration number),
 - 2) description of the Service to which the complaint relates,
 - 3) circumstances justifying the complaint,
 - 4) any comments or suggestions on how to handle the report.
3. Complaints that do not contain the above data will not be considered.
4. The Service Provider will endeavour to ensure that complaints are considered within 14 Business Days from the date of their receipt. The Service Provider shall notify the Service Recipient of the manner of handling the complaint immediately via e-mail, to the address provided in the complaint.
5. Complaints considered in accordance with the provisions of the Terms and Conditions are not subject to further consideration or reconsideration.



IX. Cooperation with Foundations. CSR activities.



1. The Website Owner cooperates with Foundations. The Website provides a search engine for the Foundation and their business cards.
2. W4YG declares that none of the Foundations is in any way related to it, in particular in terms of person or capital.
3. The Service Provider undertakes to exercise due diligence in verifying the credibility of the Foundation.
4. In the event that the Service Provider becomes aware of credible information about legally prohibited or unfair practices of the Foundation, the Service Provider undertakes to undertake verification actions that may result in the temporary removal of the Foundation from the Website (and the temporary inability to make payments in accordance with the 50%/50% Rule) or the definitive removal of the Foundation from the Website (and the inability to make payments in accordance with the 50%/50% Rule) in connection with the termination of cooperation with a given Foundation.
5. Employers who purchase the Points Package decide which Foundation will receive 50% of the net payment they have paid, in accordance with the 50%/50% Rule.
6. If the Employer does not indicate the Foundation, W4YG will attempt to contact the Employer in order to determine which W4YG Ambassador 50% of the payment is to be received. In the event that it is not possible to contact a given Employer or if the beneficiary is further not indicated, W4YG will make a selection and make a payment in the amount of 50% of the net value of the purchased Points Package to the selected Foundation.

7. Foundations, as W4YG Ambassadors, can promote the Website and encourage payments to them.

X. Responsibility.

The Service Provider is not responsible for:

- 1) any damages resulting from the cessation of the provision of the Services, including as a result of the deletion of the Employer's Account that violated the Terms and Conditions of the Website,
- 2) any damage caused to Users or third parties resulting from the Users' use of the Website in a manner contrary to the Terms and Conditions or the provisions of mandatory law, including international law,
- 3) for the content of Job Adverts posted by the Employer on the Website including the use of the company name or trademark (graphic logo or word-graphic logo of the Employer) placed in the Job Adverts published on the Website,
- 4) content on websites not owned by W4YG, to which links may be provided in content published by Users, including links to the Employer's website,
- 5) for content, including CVs and other information or materials, sent by Candidates to Employers,
- 6) for failure to cooperate between the Employer and the Candidate,
- 7) for the veracity of the Data provided by the Employers, in particular in the Job Adverts and the veracity of the Data provided by the Candidates,
- 8) loss of Data by the Service Recipient caused by external factors (e.g. temporary or long-term power outage or blackout) or other circumstances beyond the Service Provider's control (e.g. action of third parties, force majeure),
- 9) damages caused by the lack of continuity of the Services provided, resulting from factors beyond the control of the Service Provider (e.g. acts and omissions of third parties, force majeure),
- 10) damages caused by the Service Recipient providing the login and/or password to access the Website or by the use of the login and/or password by third parties (including unauthorized persons or who have lost their authorization as a result of, including termination of the employment contract, termination of the contract for the provision of services, dismissal from the performance of functions in a body or sale of part or all of the enterprise) with the login and/or password of access to the Website belonging to the Service Recipient,
- 11) providing false or incomplete Data or information by the Service Recipient (which may violate the rights or personal rights of persons or third parties), including providing them during Registration or entering them in their Account,
- 12) failure by the Service Recipient to comply with the terms and conditions of the Terms and Conditions,
- 13) for the deletion of the Advertisement by the administrator of the group on the social network or its owner, in the event that the Job Offer was made available there,
- 14) for the number of applications to Job Offers.



XI. Termination.



1. The Service Agreement may be terminated by either party.
2. The Agreement for the Provision of Paid Services shall be terminated at the moment of full use of the purchased Points Package by the Service Recipient of Paid Services.
3. The Service Provider has the right to terminate the Agreement, including the deletion of the Employer's (and the Recruiter's) Account, which entails the deactivation of the Points Package, with immediate effect, in the following cases:
 - 1) gross breach by the Service Recipient of the provisions of these Terms and Conditions,
 - 2) obtaining reliable information by the Service Provider that the Service Recipient's Data is untrue, contrary to the law, accepted customs, good morals, and also violates the interests, rights or personal rights of third parties or the Service Provider;
- 3) use of the Service by the Service Recipient contrary to its intended purpose,
- 4) deletion by the Service Recipient of the e-mail address that was used to create the Employer Account or was used to log in to the Employer Account (or a justified request from W4YG to delete it by the Service Recipient or a third party, including due to the withdrawal of consent to the processing of Personal Data),
- 5) obtaining reliable information by the Service Provider about the establishment or operation of a competing portal by the Employer or its employee or a person employed by the Employer on the basis of a civil law contract, its partner or persons sitting in the bodies of the Employer operating in the form of a company or an entity related to the Employer in terms of personal or capital relations, i.e. in particular offering the same or similar Services in relation to the W4YG Website,
- 6) providing the Service Recipient with illegal content.
4. The Service Provider also reserves the right to refuse to provide Services to the Service Recipient, including the deletion of their Account, if it has been re-created after the deletion of the existing Account caused by a breach of the Terms and Conditions, the provisions of applicable law or the rights or personal rights of persons or third parties or the Service Provider.
5. In the event of termination of the Agreement pursuant to paragraph 3 or 4, the Service Provider shall inform the Service Recipient of this fact by sending an e-mail.
6. In the event of termination of the Agreement as a result of the circumstances referred to in paragraph 3 or 4 above, the Service Provider shall not reimburse the costs incurred by the Employer for the purchase of the Points Package.

XII. Final provisions.

1. In the event of significant changes to the Services or any other important reasons, the Service Provider has the right to unilaterally change the Terms and Conditions. Amendments to the Terms and Conditions shall enter into force on the date of publication of the amended Terms and Conditions on the Service Provider's Website.



2. The Service Provider shall notify the Service Recipient of any change in the Terms and Conditions by publishing the relevant information on the Service Provider's Website, the Employer's Panel or via e-mail.
3. In the case referred to in paragraphs 1 and 2 above, the Service Recipient has the right to terminate the Service Agreement immediately (i.e. within 3 days) after receiving information about the change in the Terms and Conditions. If he/she fails to do so, it is assumed that the Service Recipient accepts the amended Terms and Conditions in order to continue using the Website by clicking the appropriate checkbox on the Website.
4. The Service Recipient may not assign any rights or transfer any obligations arising from these Terms and Conditions or the Agreement, in whole or in part, without the prior consent of W4YG, expressed in writing (or electronically) under pain of nullity. However, the Service Provider is allowed to assign rights to another entity, without the need to obtain written (or electronic) consent.
5. These Terms and Conditions, the Agreement and the obligations arising therefrom, are subject to the law of the Republic of Poland and will be interpreted in accordance with it. An exception to the rule set out in the preceding sentence are issues related to tax or fiscal liabilities in which the provisions applicable to the registered office of the taxpayer entity (i.e. e.g. W4YG or the Employer) apply.
6. In matters arising from these Terms and Conditions or the Agreement, the application of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on 11 April 1980 (CISG), shall be excluded.
7. Any disputes arising under the Terms and Conditions, the Agreement or in connection with them shall be subject to the exclusive jurisdiction of the competent court in Rybnik (or subsequently in Gliwice) in the Republic of Poland.
8. In matters not regulated by these Terms and Conditions, other mandatory provisions of law shall apply.
9. All annexes to the Terms and Conditions constitute its integral whole.
10. If any provision of the Terms and Conditions is found to be invalid, ineffective or unenforceable by a final decision of a court or other competent authority, this shall not affect the validity and effectiveness of the remaining provisions of the Terms and Conditions. An invalid or ineffective provision shall be replaced by a provision which, in terms of the economic purpose and intentions of the parties to the Agreement, is closest to the provision deemed invalid or ineffective.

Appendix No. 1 to the Terms and Conditions for the Provision of Services by [the www.work4you.global](http://www.work4you.global) website for Employers

Provisions concerning Employers with Consumer Rights.

1. The Employer may be subject to the relevant consumer law regulations if:
 - 1) is a natural person,
 - 2) concludes an Agreement with the Service Provider for purposes directly related to its business or professional activity,
 - 3) and when the Agreement is not of a professional nature for the Employer (which results from the subject of the Employer's activity and entry in the relevant register),
 - 4) or if it fulfils all the conditions for granting it consumer protection laid down by the legislation of the competent State for its place of establishment.
2. The Employer referred to in paragraph 1 above, prior to the conclusion of the Agreement or immediately (within 1 Business Day) after the conclusion of the Agreement, may submit a statement to the W4YG e-mail address indicated in Chapter I, paragraph 1 of the Terms and Conditions, in which it declares that the Agreement is not of a professional nature for it. For this purpose, the Employer may use the templates of the statement contained in Appendix No. 2 to the Terms and Conditions. The Service Provider does not make the conclusion of the Agreement conditional on the submission of such a statement.
3. The Employer referred to in paragraph 1 shall be covered by consumer protection resulting from the regulations of the country competent for its place of establishment.
4. The Employer referred to in paragraph 1 shall not have the right to withdraw from the Agreement if W4YG performs the Services in full with the express consent of the Employer, who has been informed before the commencement of the provision of Services that after full performance of the Services by the Service Provider it will lose the right to withdraw from the Agreement.
5. The Employer referred to in paragraph 1 above, despite submitting the statement referred to in paragraph 2 above, loses its rights arising from consumer protection in the event that the Agreement concluded with the Service Provider is of a professional nature for the Employer, which may be verified on the basis of the Employer's entry in the relevant register of entrepreneurs.

Appendix No. 2 to the Terms and Conditions for the Provision of Services by [the www.work4you.global](http://www.work4you.global) website for Employers

Templates of the Statement on Entrepreneur Status

1. Pattern No. 1

.....
 Company name

 registered office, address,

 Registration number

STATEMENT ON THE STATUS OF AN ENTREPRENEUR

I hereby declare that **as a natural person** conducting business activity, I purchase the service on the www.work4you.global portal as part of an agreement directly related to my business or professional activity, however, **this agreement is not of a professional nature for me.**

.....
 signature of the authorized person
 to represent the entity

2. Template No. 2

.....
 Company name

 registered office, address,

 Registration number

STATEMENT ON THE STATUS OF AN ENTREPRENEUR

I hereby declare that **as a natural person/legal person*** conducting business activity, I purchase the service on [the www.work4you.global](http://www.work4you.global) portal as part of a agreement directly related to my business or professional activity, however, this agreement is not of a professional nature for me and **I meet all the conditions for granting me consumer protection specified by laws of the country competent for the place of establishment of my business activity, i.e.**

.....
 signature of the authorized person
 to represent the entity

Appendix No. 3 to the Terms and Conditions for the Provision of Services by [the www.work4you.global](http://www.work4you.global) website for Employers

Conditions for entrusting the processing of Personal Data (hereinafter: "DPA")

1. DPAs are an agreement to entrust the processing of Personal Data.
2. DPA are concluded between the Employer (hereinafter also referred to as the "Controller" and W4YG hereinafter also referred to as the "Processor") as part of the concluded Agreement, the subject of which is, including, the creation and maintenance of the Employer's Account.
3. Within the DPA, the Controller entrusts the Processor with Personal Data, to the extent and for the purpose specified below, and instructs the Processor to process them.
4. The Employer declares that:
 - 1) is the Personal Data Administrator,
 - 2) is solely and independently responsible for determining the purposes and means of processing
 - 3) Personal Data have been collected by the Employer in accordance with the provisions of mandatory law,
 - 4) has a legal basis to process the Personal Data of its employees, Recruiters and Candidates
 - 5) is entitled to entrust the Processor with Personal Data for processing to the extent and purpose specified in the DPA.
5. W4YG declares that it is a Processor and has the infrastructure resources, experience, knowledge and qualified personnel, to the extent that it allows for the proper execution of the DPA in accordance with mandatory data protection regulations.
6. In order to provide the Services, the Controller entrusts the Processor with the following Personal Data:
 - 1) Candidates (Users) who have submitted applications to the Employer via the Application Form available on the Website (name, surname, date of birth, e-mail address, telephone number, place of residence, address of residence, address for correspondence/address for delivery, data containing the image of a person, including his/her voice (made available in photographs, audio and video films), data on professional experience, education, professional qualifications (including knowledge of language, driving licence, vocational courses and training), other professional competences (skills), employment preferences and references from previous Employers),
 - 2) Recruiters, employees or members of bodies (name, e-mail address, telephone number, position, professional experience, skills, education, image in photograph or video)
 - 3) persons whose image or other Personal Data are published as part of promotional materials provided by the Employer, including on the Employer's website, in the Employer's logo or in Banners (image).
7. The Controller entrusts the Processor with the processing of Personal Data indicated in paragraph 6 above. The Processor shall not be liable for the processing of Personal Data beyond the scope indicated in paragraph 6 above.
8. The Processor is allowed to store the entrusted Personal Data, make backup copies thereof, compile them, transmit (transfer) and delete Personal Data, as well as perform other activities necessary for the proper performance of the Agreement.

9. The Processor will process the entrusted Personal Data in a systematic manner and in electronic form, in accordance with mandatory regulations, the Terms and Conditions and the Agreement.
10. The Processor undertakes to apply appropriate technical and organizational measures during the term of the Agreement to ensure security to the extent corresponding to the risk of violation of the rights or freedoms of entities (persons) whose Personal Data will be processed.
11. W4YG ensures the implementation of data protection principles both in the design phase and in the default phase of Personal Data protection.
12. The Processor undertakes to help the Controller fulfill the obligations imposed on it by the provisions of mandatory law. To this end, W4YG will provide all responses to the Employer's request within 10 Business Days. The Processor also undertakes to inform the Controller immediately, but no later than within 10 Business Days, of the request concerning the exercise of the rights of the person to whom the Personal Data has been entrusted to it by the Controller, and which this person has submitted to W4YG. The Processor is not competent to respond to such a request.
13. W4YG undertakes to immediately inform the Employer of any action taken by the authorized supervisory authority against the Processor in the field of control over the processing of Personal Data.
14. W4YG has authorized its associates to process Personal Data and has also obliged them to maintain confidentiality. The processor has also specified the methods and standards for securing Personal Data.
15. The Processor does not use the services of another processor without the prior detailed or general written consent of the Controller. In the case of a general written consent, the processor informs the Employer of any intended changes regarding the addition or replacement of other processors, thus giving the opportunity to object to such changes within a period of no longer than 3 days from the date of receipt of the information about the change. The statement of objection of the Controller must be kept in writing or electronically, otherwise it will be null and void. If the Controller does not raise an objection within the above deadline, the changes are considered to be accepted by the Controller. In the event of further entrustment of Personal Data to other entities, the Processor is obliged to impose the same data protection obligations on these entities as in this DPA.
16. The list of subprocessors accepted by the Controller, i.e. those to which the Controller has not objected, is attached as Appendix No. 1 to the DPA.
17. The Controller is entitled to conduct an audit of the Processor's compliance of Personal Data processing with mandatory provisions of law. Within a period of not less than 10 Business Days, the Employer (in writing or in electronic form under pain of nullity) shall notify W4YG of its intention to commence the inspection. The notification should include at least the planned date of commencement and completion of the audit, as well as the scope of the audit by indicating the processing processes, the categories of persons and the categories of Personal Data that include verification.
18. The information collected during the audit is confidential. Both the Employer and W4YG and their associates are obliged to keep the information collected during the inspection confidential.
19. The Processor cooperates with the Controller in carrying out the inspection.
20. The Employer prepares a report of the audit, a copy of which is delivered to W4YG within 3 days from the date of completion of the inspection. The processor has the right to raise objections to the post-inspection report within 10 Business Days.

21. W4YG is obliged to notify the Controller immediately, but no later than within 48 hours of becoming informed, of the occurrence of an event concerning the processing of Personal Data, which may have the characteristics of a violation of personal data processing to the e-mail address assigned to the Employer's Account. A breach of Personal Data protection shall be understood as a breach of security leading to accidental or unlawful destruction, loss, modification, unauthorized disclosure or unauthorized access to Personal Data sent, stored or otherwise processed at the request of the Controller. The processor informs about the form of the infringement, its consequences, the measures taken by W4YG to minimize the consequences of the infringement and prevent similar infringements in the future. If it is not possible to provide complete information to the Controller within the deadline referred to in the first sentence of this paragraph, the Processor shall provide the Controller with the information held and indicate the deadline for the provision of complete information.
22. Subject to mandatory provisions of law, any liability of the Processor for non-performance or improper performance of its obligations under this DPA is limited to an amount equivalent to 25% of the remuneration paid to W4YG for the performance of the Agreement up to the date of the occurrence of the event justifying such liability.
23. In the event that any penalty is imposed on W4YG, a member of the management board or an associate of the Processor, as well as in the event that W4YG is obliged to pay any compensation due to the lack of a legal or factual basis for the processing of Personal Data by the Employer or entrusting the processing thereof, the Controller is obliged to immediately (no later than within 7 days of the request) reimburse the Processor, its management board member or associate for all expenses incurred related to the payment of such penalties or damages.
24. Upon termination or expiration of the Agreement, the Processor is obliged to immediately delete any Personal Data from the Employer's Account. In addition, W4YG undertakes to destroy any information that can be used to reproduce, in whole or in part, the contents of Personal Data from the Employer's Account, including the deletion of any existing copies thereof, unless the law requires its storage. The Processor will perform the above actions within 30 Business Days from the date of termination or expiration of the Agreement. A protocol is drawn up from the deletion of Personal Data.
25. In the event that the Processor considers that the Controller's instruction constitutes a violation of mandatory regulations in the field of personal data protection, it will immediately inform the Controller thereof. If the performance of obligations arising from the DPA will generate additional costs on the part of W4YG, the parties are obliged to agree on the method of covering them by means of a separate agreement.

List of accepted subprocessors

1. **Google Ireland Limited**, Gordon House Barrow Street Dublin 4 Ireland EEA (data centres: Ireland, Germany, Belgium, Great Britain, Finland, the Netherlands)- statistical and analytical purposes,
2. **GetResponse S.A.** al. Grunwaldzka 413, 80-309 Gdańsk – email marketing.