

## Terms & conditions of use of 24/7 Communication website

### § 1.

#### General provisions

1. These Terms and Conditions set out the rules for the use of the Website, including the rights and obligations of the Parties, the scope of the Parties' liability and other terms and conditions of the agreement, the subject matter of which shall mainly include the provision of Electronic Services by the Service Provider.

### § 2.

#### Definitions

The terms used herein shall have the following meaning:

- 1) **functionality** - the term "functionality" shall mean a single task that can be performed within an ICT system;
- 2) **Terms & Conditions** — "Terms & Conditions" shall mean these Terms & Conditions;
- 3) **Website** – the "Website" shall mean the Service Provider's ICT system, which is available at the electronic address <https://247.com.pl>;
- 4) **Parties** — "Parties" shall mean the Service Provider and the User;
- 5) **Agreement** — the "Agreement" shall mean the agreement for the provision of Electronic Services concluded between the Service Provider and the User, the content of which is set out in these Terms & Conditions;
- 6) **Electronic Services** — "Electronic Services" shall mean all services which are provided electronically by the Service Provider to the User on the Website;
- 7) **User** — the "User" shall mean any person using the Website;
- 8) **Service Provider** – the "Service Provider" shall mean 24/7 Communication Sp. z o.o. with its registered office in Warsaw at ul. Świętojerska 5/7, 00-236 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under the National Court Register (KRS) number: 0000037818, with the Tax ID (NIP) number: 1181575985, with share capital in the amount of: PLN 50,000, which concludes the Agreement with the User
- 9) **Third Party Provider** – the "Third Party Provider" shall mean any third party, other than the Service Provider, who provides any goods or services for the performance of the Agreement, in particular the software used on the Website and the services necessary for the operation of the Website.

### § 3.

#### Subject matter of the Agreement

1. The Agreement between the Service Provider and the User constitutes an agreement for the provision of Electronic Services within the meaning of Article 750 of the Civil Code in connection with Article 734 § 1 of the Civil Code and Article 2.4 of the Act on the Provision of Services by Electronic Means.
2. Under the agreement for the provision of Electronic Services referred to in paragraph 1, the Service Provider undertakes to provide Electronic Services to the User and the User undertakes to use the Electronic Services in accordance with their intended purpose and the rules provided for in these Terms & Conditions.
3. The Agreement does not include any activities which may be the subject matter of a separate agreement between the Service Provider and the User, in particular an agreement on the provision of services concerning integrated communication.

### § 4.

#### Conclusion of the Agreement

1. Before using the Website, the User shall become acquainted with the Service Provider's information on the rules of use of the Website and Electronic Services, including the provisions of the Terms & Conditions, technical requirements, information on personal data processing and other conditions.
2. Each User, prior to concluding an Agreement, shall be provided free of charge with an opportunity to become acquainted with the content of the Terms & Conditions in a manner which makes it possible to acquire, reproduce and record their content by means of an ICT system used by the User or by other means.
3. The conclusion of the Agreement concerning the use of the Website as a whole shall take place at the moment of opening the Website, while in the part concerning individual Electronic Services – at the moment of choosing a given Electronic Service by the User and meeting the requirements provided for such Electronic Service.

## § 5.

### **Type and scope of Electronic Services**

1. The Website has been created primarily to present the services offered by the Service Provider as a part of its business activity, as well as to source candidates for employment.
2. The use of the Website enables the Users to:
  - a) learn about the services that the Service Provider offers;
  - b) become acquainted with the Service Provider's business activity profile;
  - c) become acquainted with the current job offers of the Service Provider;
  - d) search for content available on the Website.
3. Due to the fact that the Website constitutes the Service Provider's ICT system, the Service Provider may carry out technical and IT work to develop the Website.
4. As part of the development of the Website, pursuant to paragraph 3, the Service Provider may in particular:
  - a) add new functionalities and change or delete any existing functionalities within the Website;
  - b) introduce an application for mobile devices.
5. The Service Provider provides Electronic Services free of charge.
6. Electronic Services enabling the submission of application documents as part of the recruitment process conducted by the Service Provider are provided by external providers, i.e. eRecruitment Solutions sp. z o.o. with its registered office in Warsaw at ul. Prosta 68, 00-868 Warsaw (National Court Register no.: 0000282554) and Pracuj.pl sp. z o.o. Group with its registered office in Warsaw at ul. Prosta 68, 00-868 Warsaw (National Court Register no.: 584545) in accordance with terms & conditions adopted by them:  
[https://erecruiter.pl/\\_files/konto\\_kandydata/Regulamin\\_swiadczenia\\_uslugi\\_Konto\\_Kandydata\\_2020-04-01.pdf](https://erecruiter.pl/_files/konto_kandydata/Regulamin_swiadczenia_uslugi_Konto_Kandydata_2020-04-01.pdf)

## § 6.

### **Technical requirements concerning the Website**

1. Before concluding the Agreement, the User shall check that he/she meets the minimum technical requirements for the use of the Website as referred to in paragraph 2.
2. It is necessary to comply at least with the following requirements to use the Website:
  - a) Internet access;
  - b) a standard, up-to-date operating system;
  - c) a standard, up-to-date web browser with cookies enabled;
  - d) having an active e-mail address;
  - e) searching for information available on the Website.
3. If, for the purpose of using the Website (or its individual functionalities), it will be necessary for the User to meet additional technical requirements other than those indicated in paragraph 2, the Service Provider shall inform the User thereof before using the Electronic Service in question.

## § 7.

### **Rules for using the Website**

1. The User may not use the Site or the Electronic Services:
  - a) in a manner incompatible with their nature and intended purpose, in particular in a manner that prevents or interferes with the use of the Service Provider's system or hardware resources by other users;
  - b) in a manner leading to the commission of a prohibited act or an offence within the meaning of the applicable legal provisions.
  - c) in a manner that compromises the integrity of the Service Provider's IT system.
2. The User is prohibited from providing content of an unlawful nature.
3. The User may not undertake any actions aimed at gaining knowledge of any access data to the Website, as well as to circumvent other safeguards introduced within the Website (e.g. with a view to gaining unauthorised access to the server).

## § 8.

### **Safety and risks**

1. The Service Provider shall provide Electronic Services with due safety standards in a manner that prevents any access by unauthorised persons to the data and information processed under the provision and use of Electronic Services.
2. The Service Provider hereby informs that the basic risks related to the use of the Internet include in particular:
  - a) malware;
  - b) various types of applications or scripts that may have harmful, criminal, or malicious effect on the User's ICT system, such as viruses, worms, trojans (Trojan horses), keyloggers, dialers;

- c) spyware;
  - d) software that tracks user activity, which collects information about the User and sends it usually without the User's knowledge or consent to the software developer;
  - e) spam - unwanted and unsolicited e-mails, sent simultaneously to many recipients, often containing advertising content;
  - f) phishing for sensitive personal information (e.g. passwords) by impersonating a trustworthy person or institution;
  - g) intrusions into the User's ICT system using, inter alia, hacking tools such as exploit and rootkit.
4. In order to avoid the risks referred to in paragraph 2, the User should equip the computer and other electronic devices he/she uses to connect to the Internet with a tested and reputable anti-virus programme. Such a programme should be updated on a continuous basis.
  5. Protection against risks related to the use of the Website by the User is also ensured by a firewall turned on; regular scanning of ICT systems with an anti-virus programme; updating of software used; not opening e-mail attachments from unknown electronic addresses; reading information concerning the software used, e.g. terms of use of applications; encryption of data transmission; use of software from a legal source.

## **§ 9.**

### **Obligations of the Service Provider**

Within the framework of the Agreement, the Service Provider undertakes to provide the Electronic Services with the due diligence required of an entity professionally engaged in this type of activity;

## **§ 10.**

### **Obligations of the Users**

1. Under the Agreement, the User undertakes to:
  - b) comply with the provisions of the Terms & Conditions;
  - c) use the Website in accordance with its intended purpose and the available functionalities;
  - d) secure on his/her own the access to devices and equipment that are used to for the use of the Website;
  - e) comply with the prohibitions related to the provision of unlawful content;
  - f) respect the intellectual property rights and other intangible rights vested in the Service Provider or any third parties;
  - g) cooperate in good faith with the Service Provider in the scope of the proper execution of the Agreement;
  - h) inform the Service Provider of all relevant circumstances related to the performance of the Agreement;
  - i) provide any necessary explanations, information, and other data at the Service Provider's request.
2. The Service Provider shall take steps to ensure that the Website operates correctly. The User shall inform the Service Provider of any irregularities or interruptions in the operation of the Website.

## **§ 11.**

### **Service Provider's liability**

1. The Service Provider's liability towards the Users who are consumers for non-performance or improper performance of the Agreement is governed by the relevant provisions of civil law and consumer law, and therefore the limitations of the Service Provider's liability towards the Users, which are provided for in this paragraph, do not apply to such Users.
2. Subject to the limitations of liability provided for in the other provisions hereof, the Service Provider shall not be liable for:
  - a) the unsuitability of Electronic Services for the purpose established by the user;
  - b) the failure to achieve the purposes expected by the User under the Agreement;
  - c) provision of incomplete, false, or inconsistent personal data, including contact details;
  - d) the effects of force majeure.
3. The Service Provider's liability shall be limited to intentional damage; in addition, the Service Provider shall not be liable for lost profits.
4. All limitations and exclusions of the Service Provider's liability do not apply to liability for damage in respect of which, according to mandatory legal provisions, the Service Provider's liability can neither be limited nor excluded.

## **§ 12.**

### **Agreement term Termination of the Agreement**

1. The Agreement for the provision of Services is an agreement concluded for an indefinite period of time and expires when the User leaves the Website – in the case of Services consisting of the use of the Website as a whole;

### **§ 13.**

#### **Complaints procedure**

1. If the User finds that the Agreement is not being performed in accordance with the provisions of the Terms & Conditions, the User may lodge a complaint.
2. Such a complaint may be lodged:
  - a) by sending a complaint to the e-mail address office@247.com.pl.
  - b) by sending it in writing, preferably by registered mail – to the Service Provider's registered address.
3. The complaint should include:
  - a) the User's name and surname;
  - b) contact data;
  - c) a detailed description of the non-compliance of the performance of the Agreement with the Terms & Conditions.
4. Upon the receipt of the complaint, the Service Provider shall immediately acknowledge its receipt – by email, to the provided e-mail address.
5. The complaints shall be considered within 14 (in words: fourteen) days from the date of their submission.

### **§ 14.**

#### **Copyright and license**

1. The Website and all materials available on the Website, including source code, layout, logos etc., may constitute works within the meaning of Article 1(1) of the Copyright Act and Article 74(1) of the Copyright Act, as well as objects of industrial property, and may be protected. The User undertakes to respect the Service Provider's intellectual property rights during the term of this Agreement and after its termination, under pain of liability for damages provided for in the relevant legal provisions.
2. Pursuant to these Terms & Conditions, the Service Provider grants the User a non-exclusive licence to use the objects of intellectual property referred to in paragraph 1 to the extent necessary to use the Electronic Services.
3. The licence referred to in paragraph 2 is granted for the duration of the provision of Electronic Services.
4. The User may not grant further licences (sublicences) to third parties.
5. Subject to legal provisions on the permitted use, the User must not perform the following without the Service Provider's consent:
  - a) permanently or temporarily reproduce the objects of intellectual property referred to in paragraph 1, in whole or in part, by any means and in any form;
  - b) introduce any corrections or modifications to the sources and changes in the structure of the objects of intellectual property referred to in paragraph 1;
  - c) use the objects of intellectual property referred to in paragraph 1 and their parts, fragments, or versions thereof in other software;
  - d) create software similar to the Website, which could constitute the development of the Website;
  - e) reverse-engineer, decompile, disassemble and any perform any other activity that will lead to the acquisition of source code in breach of applicable legal provisions;
  - f) resell, disseminate, lend, lease, hire, offer for use against payment or free of charge the intellectual property referred to in paragraph 1 to any third parties, including any of its copies, any modifications thereto and related documentation;
  - g) carry out any activities with regards to the disposal of rights to the objects of intellectual property referred to in paragraph 1 on behalf of any third parties.
6. The granting of the licence shall take place at the time of the User's access to the Electronic Services. The licence shall expire upon the termination of provision of Electronic Services, irrespective of the mode in which this occurs.
7. The User undertakes to respect the intellectual property rights of any third parties, in particular third party providers.
8. In case of any doubts related to copyright and the scope of the license granted, the User should immediately contact the Service Provider.

### **§ 15.**

#### **Personal data processing**

1. The Service Provider shall be the controller of the User's personal data.
2. The Website uses cookies technology.

3. The details related to personal data and cookies are described in the privacy policy available at <https://247.com.pl/en/#ustawienia-cookies>.

#### **§ 16.**

##### **Contact with the Service Provider**

1. The Service Provider can be contacted in the following manner:
  - 1) by e-mail at: office@247.com.pl;
  - 2) by phone: + 48 (22) 279 11 00;
  - 3) by regular mail: ul. Świętojerska 5/7, 00-236 Warsaw.

#### **§ 17.**

##### **Final provisions**

1. The Service Provider reserves the right to amend these Terms and Conditions for important reasons, such as changes in the legal regulations or their interpretation. Each document is marked with the date as at which its provisions become effective.
2. Amendments to the Terms & Conditions are published on the Website.
3. This Agreement shall be governed by the provision of Polish law. In matters not covered by these Terms & Conditions, the relevant provisions of law shall apply.
4. If these Terms & Conditions are drawn up in different language versions, the Polish language version shall prevail.
5. The headings of the editorial units (sections) used herein have been applied for informational purposes for the convenience of the Parties and as such do not affect the interpretation of the Agreement.
6. In the case of any disputes arising between the Parties concerning the conclusion, interpretation, performance and legal consequences of the Agreement, the Parties shall submit the dispute for settlement to the competent court of law.
7. The Terms and Conditions become effective as of 06 May 2024.

<https://247.com.pl/app/uploads/2023/02/regulamin-strony.pdf>