

WEBSITE RULES OF GLOBAL WORK SP. Z O.O.

§ 1. DEFINITIONS

Service Provider: Global Work sp. z o.o., with its registered office in Zabrze, address: 41-800 Zabrze, ul. Padlewskiego 6, entered in the register of companies kept by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under the number: 0000281957; VAT No. (NIP): 648-263-13-91

User: an adult natural person who uses the Service supplied electronically by the Service Provider.

Services: all services supplied electronically by the Service Provider to the Users on the basis of these Rules. The list and description of the Services is attached hereto as Appendix No. 1, which forms an integral part of these Rules.

www.globalwork.com.pl: the website owned by the Service Provider at www.globalwork.com.pl, used by the Service Provider to provide its Services.

E-mail address: an address in the ICT system enabling electronic communication, in particular by electronic mail.

Commercial information: any information delivered to promote, directly or indirectly, goods, services or an image of an enterprise, excluding the information enabling electronic communication with a specific person and information about goods and services whose purpose is not to achieve the desired commercial effect by the entity that orders the distribution of such information, in particular without payment or other benefits from producers, sellers and service providers.

ICT system: a set of cooperating hardware and software which process and store, send and receive data via telecommunications networks by the use of an end device that is adequate to a given type of the network within the meaning of the Telecommunications Law of 16 July 2004.

Recruitment System: an application owned by eRecruitment Solutions sp. z o.o., being a tool used to achieve goals connected with the User's participation in recruitment and employment processes.

Electronic service supply: the performance of services by sending and receiving data via ICT systems at the User's individual request without presence of the parties, provided that the data are transmitted via public networks within the meaning of the Telecommunications Law of 16 July 2004.

Means of electronic communication technical solutions, including ICT equipment and cooperating programme tools allowing for individual remote communication with the use of data transmission between ICT systems, including in particular electronic mail.

Cookie: a text file where the Website server records information in the User's hard disc. The information recorded in cookies can be read by the Website server when the computer is switched on, as well as by other servers and other Internet users.

IP address: as a rule, a unique number of each computer connected to any computer network. The IP number can be fixed for a computer (static) or can be assigned temporarily (dynamic) or can be changed from time to time by the Internet service supplier for the User.

§ 2. GENERAL REGULATIONS

1. These Rules set out:

- a) rights and obligations of the Service Provider and Users in relation to electronically supplied Services;
- b) principles for the exclusion of liability of the Service Provider due to electronically supplied Services;
- c) principles for the protection of personal data of natural person using electronically supplied Services.

2. The Service Provider supplies the Services electronically in accordance with these Rules.

3. The User must comply with these Rules from the moment they take any activity to use the Services.

§ 3. REGISTRATION

1. The Service Provider will supply the Services fully provided that the User fills out an application form available on www.globalwork.com.pl.

2. Only adult persons can apply for jobs offered on the Website.

3. By filling out the registration form, the User represents that:

- a) data given in the form are complete and true;
- b) the data do not violate any third-party rights;
- c) the User has familiarised and commits themselves to comply with these Rules.

§ 4. TERMS OF SERVICE PROVISION BY THE SERVICE PROVIDER

1. Technical requirements of cooperation with the Service Provider's ICT system are as follows:

- a) Internet access;
- b) a web browser capable of displaying hypertext HTML documents with enabled cookies on the screen.

2. The Service Provider commits itself to provide top quality services. The Service Provider is not, however, liable for disturbances in the operation of the Website caused by force majeure, hardware failure or the User's unpermitted interference, even if they contribute to the loss of the User's data.

3. The Service Provider will use all efforts to ensure that its Website is free of errors and defects posing a threat to the Users. However, given the specific character of its activity consisting in the maintenance of the Website, the Service Provider does not warrant that the Website will be always free of errors and defects.

4. The Service Provider commits itself to start providing the Services chosen by the User immediately upon the receipt and verification of the User's registration form.

§ 5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER AND USERS

1. The Service Provider commits itself to provide the Services continuously and incessantly.

2. The Service Provider reserves the right to:

- a) stop providing the Services temporarily for the purpose of maintenance or modification of the Website (www.globalwork.com.pl);
- b) block access to the User's resources containing erotic, pornographic contents or illegal software or information about the acquisition of illegal software, and any other contents that are contrary to law, principles of morality or legitimate interests of the Service Provider.

3. The Users must not upload illegal contents and use the Services available on www.globalwork.com.pl for purposes contrary to law or principles of morality or violating third party personal interests or the Service Provider's legitimate interests.
4. No contents can be downloaded from databases made available on www.globalwork.com.pl and used, fully or partially, by unauthorised persons.
5. The Service Provider does not allow for copying, modifying, distributing, transmitting or using any contents made available on the Website otherwise than permitted.

§ 6. LIABILITY

1. The Service Provider and Users must repair damages suffered by the other party due to non-performance or inadequate performance of their obligations hereunder, unless such non-performance or inadequate performance results from circumstances the party is not liable for.
2. If the Service Provider has received an official notice of illegal storage of data provided by the User and blocked access to such data, it is not liable towards the User for damages arising from the prevention of the access to those data.
3. If the Service Provider has received a reliable notice of illegal storage of data provided by the User and blocked access to such data, it is not liable towards the User for damages arising from the prevention of the access to those data, provided that it has immediately notified the User of the intended access blockade.
4. The Service Provider is not liable for any damages arising from the suspension of the services if this results from its inability to provide the services through the User's fault.
5. The Service Provider is not liable for:
 - a) any damages caused to third parties as a result of the use of the Services by the Users contrary to these Rules or legal regulations;
 - b) information and materials downloaded and sent via the Internet by the Users;
 - c) the loss of data by the Users as a result of external factors (e.g. failure of cable, hardware, software, etc.) or other circumstances being beyond the Service Provider's control (actions by third parties);
 - d) damages resulting from the discontinuity of Service provision as a consequence of circumstances that the Service Provider is not liable for (force majeure, actions and omissions of third parties, etc.);
 - e) the Users giving untrue or incomplete information in the registration form;
 - f) the Users violating the terms and conditions of these Rules.

§ 7. MISCELLANEOUS

1. These Rules come into force as of 25 May 2018.
2. The Service Provider will notify the Users of the new version of the Rules on www.globalwork.com.pl.
3. These Rules are governed by Polish law.
4. All disputes arising from these Rules will be resolved by a Polish common court.
5. All matters not provided for herein are governed by the Electronically Supplied Services Act, the Personal Data Protection Act, the Civil Code and other absolutely applicable legal regulations.
6. Appendix No. 1 forms an integral part of these Rules and amendments to Appendix No. 1, including the change of the scope or type of services, do not form an amendment to these Rules.
7. The Website and all (text, graphical, audio and video) information, images, icons, software, designs, applications, calculators, models and other elements available on or via the Website are owned by Global Work Sp. z o.o. and, as such, are subject to protection set forth by Polish, European and international law.

Katarzyna Pinięcka
Member of the Board of Directors

APPENDIX NO. 1 TO THE RULES OF GLOBALWORK.COM.PL

LIST AND DESCRIPTION OF SERVICES

1. Provision of information

The Service Provider provides each User with information available on www.globalwork.com.pl by displaying the site of the defined URL address.

2. Job offers

On www.globalwork.com.pl, the Service Provider publishes information about its most frequent job offers, which means **potential** jobs that are likely to be filled in in future. The publication of jobs on the website does not mean that the Service Provider offers such jobs at present.

3. Recruitment system

The User can submit their data and CV in the Recruitment System via the Application Form. Before and during the application process, the User has access to the Information Clause and the Privacy Policy of the Service Provider. By filling out the Form and submitting the CV **voluntarily**, the User can give their consent to the processing of their personal data by the Service Provider for recruitment and employment purposes both with regard to the ongoing and future recruitment and to the Service Provider sending commercial information, information about new projects and other recruitment-related information. The consent is given voluntarily.

4. Job application

The User can send their application by pressing "Send CV", filling their data voluntarily in the Application Form and attaching their CV. The application sent from www.globalwork.com.pl is not sent in response to any specific job offer, that is why it is called an ad-hoc application. The number of available application methods can change along with the development of technologies.