

TERMS AND CONDITIONS

1. DEFINITIONS

The terms used in these Terms and Conditions shall have the following meaning:

- a) Registration Form – the form to be completed by the User upon the registration of a New Account within the Website.
- b) Candidate – an individual seeking employment, who has disclosed their personal data to the Service Provider or a User in relation to a recruitment process.
- c) Account – a collection of User settings related to their use of the Website.
- d) Subaccount – a collection of settings related to using of the Website, created by the User on behalf of the individuals who are to use the Subaccount as employees or persons authorized by the User and associated with the Account. A Subaccount may enable the same functionalities as those provided by the User's Account or may be limited to only some of the functionalities.
- e) Terms and Conditions – the regulations herein governing services provided by electronic means through the Website.
- f) Website – the internet site belonging to the Service Provider used to provide Services. It is located under the following url: <http://www.inhire.io>.
- g) Agreement – the Agreement for Provision of Services by electronic means concluded between the Service Provider and the User under conditions specified herein.
- h) Services – all services provided electronically by the Service Provider to the User on the basis of these Terms and Conditions. The Services shall be provided by means of an IT system. The Services consist in particular of the possibility to access the Service using the Account and sharing candidate data by the User in order to carry out the process of recruitment.
- i) Service Provider – Inhire spółka z ograniczoną odpowiedzialnością [limited liability company] with a registered office in Mokotowska 1/12 P, 00-640 Warsaw, Poland, registered within the Register of Entrepreneurs maintained by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register under KRS#: 0000653308, VAT#: 7010642488, REGON#: 366094345.
- j) Act - The Act of August 29, 1997 on Personal Data Protection (consolidated text: Journal of Laws of 2014, item 1182 as amended).
- k) User (Client) – a legal person or an organisational unit without legal personality (which is not a consumer as per generally applicable laws) represented by a person who is clearly authorised in accordance with applicable regulations.

2. GENERAL PROVISIONS

1. These Terms and Conditions define in particular: the types and scope of Services provided by electronic means as well as their conditions, including:
 - a. technical requirements which must be fulfilled to access the IT system used by the Service Provider,
 - b. a prohibition for the User to upload any unlawful content;
 - c. conditions for conclusion and termination of agreements for provision of Services by electronic means;
 - d. complaint procedures.
2. The Service Provider makes these Terms and Conditions available free-of-charge within the Registration Form prior to the conclusion of the Agreement in a way which makes it possible to access and store the contents of these Terms and Conditions.

3. The Service Provider provides Services by electronic means in accordance with the Terms and Conditions herein.
4. The User is obliged to comply with the provisions of the Terms and Conditions herein from the moment the Agreement is concluded.

3. CONCLUSION OF AN AGREEMENT, REGISTRATION AND CREATION OF AN ACCOUNT

1. The Agreement is considered concluded when the User properly completes the Registration Form and accepts these Terms and Conditions by marking the right box within the Registration Form.
2. In order for the Registration Form to be completed a username (e-mail address) and password is required.
3. By accepting these Terms and Conditions the User agrees to comply with the provisions herein.
4. By sending the Registration Form, the User declares that:
 - a) the data provided is complete, accurate and up to date,
 - b) the data provided does not breach any rights of any third parties,
 - c) they are authorized to conclude the Agreement on behalf of the entity that they claim to represent.
5. After receiving properly completed Registration Form, The Service Provider creates an Account within the Service with the name corresponding to the e-mail address or username provided by the User. The person representing the User becomes the Account's Administrator authorized to create Subaccounts. The User is obliged to have a valid e-mail address as well as to monitor the provided e-mail address and in case it is changed the User shall immediately update the address on their Account. The Service Provider is not responsible for blocking mail servers by their administrators or deleting and blocking e-mails by the User's software.
6. E-mail address is associated with the Account. It provides a way for identification of the User for the Service Provider and it is used for all the correspondence concerning provision of Services.
7. The Service Provider may refuse to create an Account, block it or delete it if the name of Account is already used within the Website or contains phrases known as offensive.
8. The User obtains access to the Account by means of their login (e-mail address) and access password. The User is obliged to keep the passwords secret. They have sole responsibility for any harm caused by revealing the password.
9. The Account provides access to the following functionalities: initiating processes, adding candidate data, in addition Administrator's account provides access to further functionalities such as integration of an e-mail address, credit card payments, payment view and Subaccount management.
10. The Website may also provide a possibility to use Candidate databases belonging to the Service Provider following verification of the User's identity and proper functioning of the account. In this case, the parties may conclude a separate agreement regulating their rights and obligations.

4. CONDITIONS FOR THE PROVISION OF SERVICES BY THE SERVICE PROVIDER

1. The technical requirements necessary to work with the IT system used by the Service Provider are as follows:
 - a. access to the Internet,
 - b. properly configured web browser which enables displaying HTML and PDF documents,
 - c. active and properly configured e-mail account,

- d. selected option for accepting “cookie files” within the web browser used to access the system.

2. The Service Provider agrees to commence provision of Services selected by the User no later than 24 hours from the moment the Account was created and a sufficient payment was made.

3. Services provided by the Service Provider may be free of charge or paid for. In case of paid services, access is possible once the User makes payment of the amount specified in the price list available in the “Plan and Pricing” section of the Website.

5. RISKS ASSOCIATED WITH THE USE OF SERVICES

1. The Service Provider warns that the use of their Services may involve standard risks related to the use of the Internet, in particular the risk of malicious software gaining access to the IT system or the User’s device, as well as unauthorized access to the User's data by third parties. The Service Provider shall not be liable for any damages incurred by the User due to threats existing within the Internet, in particular any breaches into the User's system, taking over passwords by third parties, or infecting the User's system with viruses.

2. The Service Provider does not bear any responsibility for any activities undertaken within Subaccounts. The User who created the Subaccount bears full responsibility for such activities.

3. The Service Provider does not bear any responsibility for:

- a) the way the Users use the Service or any consequences thereof;
- b) any damage resulting from any activities of Users which are in breach of the current law or these Terms and Conditions;
- c) information obtained from the Internet, in particular from the Website, nor the consequences of their use by the Users and for their usefulness to users;
- d) damages being the result of circumstances independent from the Service Provider which have occurred through no fault of the Service Provider, in particular any circumstances caused by force majeure.

6. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

1. The Service Provider is obliged to ensure continuous and uninterrupted provision of Services.
2. The Service Provider reserves the right to:
 - a) temporary discontinuance of Service provision due to maintenance works or works related to modification of the Website;
 - b) sending technical, legal and transaction notices connected with the provision of Services to the e-mail address of the User;
 - c) contact the User by phone in to executing the Agreement;
 - d) refuse to provide the Service if the User does not comply with these Terms and Conditions or provides an incorrect, false or temporary e-mail address;
 - e) perform any modification to the Services or tools provided or the way the Website works without prior notice of such intention;
 - f) personalize the content of information which is sent to Users;
 - g) discontinue provision of Services, delete any User data, transfer the rights to the Website to another entity and to undertake any other lawful activities related to the Website, which shall not grant the User with any rights to make any claims against the Service Provider;
 - h) terminate the access to any resources of any Users if they are containing sexually explicit or pornographic content, illegal software or information about how to acquire it or other unlawful or immoral content or any content which may be in breach of legitimate interests of the Service Provider, if the Service Provider has obtained reliable, valid information of such breach;
 - i) remove from the Website any content provided by the Users through the Services if said content is in breach of the provisions of the Terms and Conditions herein;

- j) limit the possibility for the User to the access databases of Candidates which belong to the Service Provider.

7. RIGHTS AND OBLIGATIONS OF THE USER

1. The User grants the Provider a license which is non-exclusive and unlimited in time throughout the period of Agreement. The license covers the pieces shared by the Provider in connection with Service provision, not the ones forming personal data on the following exploitation fields: manufacturing, multiplying, public playing and displaying, entering into the computer, Internet servers and other media.
2. The above aims to promote the User in accordance with the Terms and Conditions and purpose of the Services provided, within which such sharing occurs.
3. The User is obliged to refrain from:
 - a) giving false or outdated information or personal data;
 - b) publication of offensive, illegal or infringing the personal interests of third parties protected by law;
 - c) copying, modification, dissemination, transmission or use in any other way any items and databases available in the Service, excluding authorized private use;
 - d) taking any actions that may impede or interfere with the functioning of the Service and the use of the Service in a manner inconvenient to other Users.
 - e) providing contents of illegal nature and use of the Service contrary to the law, good manners, in a way that infringe personal rights of third parties or justifiable interests of the Service Provider.

8. PROTECTION OF PERSONAL DATA

1. The Agreement for Provision of the Service by electronic means described in these Terms and Conditions includes an agreement for processing of personal data based on the provisions of the Terms and Conditions herein as per Article 31 of the Act. The User is the Controller of data which is the subject of this agreement, the Service Provider is the entity accepting personal data for the purpose of processing it. In case the Service Provider becomes the Controller of this data it shall be processed in accordance with the provisions herein.
2. The Service Provider agrees to process data entrusted to them on the basis of these Terms and Conditions only for purposes related to providing Services to Users and only within the specified scope.
3. The Service Provider declares that they make best technical and organizational efforts to secure the entrusted personal data in accordance with provisions of the law, as per art. 36-39 of the Act and they fulfill the requirements defined within the provisions of the law, as per art 39 of the Act.
4. The Service Provider may process the following personal data of Candidates, the scope of personal data may change according to the type of provided service.
 - a) surname and names
 - b) address of residence
 - c) forwarding address, if different from the address of residence
 - d) e-mail address
 - e) internet communicator details (example Skype)
 - f) social media contact details (as Facebook.com Twitter.com LinkedIn.com)
 - g) mobile and land line phone numbers
 - h) image
 - i) employer
 - j) date of birth
 - k) education
 - l) profession
 - m) employment history

- n) history of education and all the other certificates
 - o) language competence
 - p) skills
 - q) interests
 - r) membership of organizations, association, additional activities
 - s) preference of employment
 - t) documents included (as photo)
 - u) other information related to providing the Service
5. Submitting Candidate's personal data by the User is voluntary, but it is required in order for the service to be provided.
 6. The Service Provider ensures the right to review the data, request for the data to be amended and the right to object in cases specified within the provisions of the Act.
 7. The Service Provider is not responsible for any User activity relating to the content or scope of personal data being processed or any damages which may result.
 8. Provisions of this section apply in the appropriate scope to Candidate databases, property of the Service Provider, which are entrusted to the User for processing. The User declares that they utilize suitable technical and organizational means to ensure security of the entrusted personal data in accordance with provisions of Art. 36 - 39 of the Act and fulfill the requirements mentioned in Art. 39a of the Act.

9. COMPLAINT PROCEDURE

1. Any complaints or information connected with non-performance or improper provision of services by the Service Provider as per the provisions of these Terms and Conditions may be submitted 24 hours a day.
2. Complaints may be submitted by e-mail to the address of Service Provider: hello@inhire.io
3. A complaint may be made within 7 days from the day in which the Service was provided or was to be provided. Any complaint submitted after this deadline will not be taken into consideration.
4. Complaints are reviewed by the Service Provider within 14 days of the date of submission.
5. Information on processing of the complaint shall be sent to the User in electronic form to the indicated e-mail address. The process of reviewing complaints is free of charge.

10. DURATION OF THE AGREEMENT

1. The Agreement was concluded for an indefinite period of time.
2. The User has the right to terminate the Agreement at any time by removing their Account from the system.
3. The Service Provider has the right to terminate the Agreement and delete the Account in following cases:
 - a) violation of the provisions of these Terms and Conditions by the User,
 - b) obtaining by the Service Provider justified and credible information that the name of the Account is illegal, immoral, violates personal rights of third parties or justified interests of the Service Provider,
 - c) the User uploading unlawful content to the system,
 - d) the Service is used by the User for a different purpose than that intended by the Service Provider,
 - e) the e-mail account used by the User to register within the Website is removed,
 - f) the user cannot be contacted with the use of the e-mail address indicated upon registration with regards to any matters required for proper functioning of the Website.
4. The Service Provider shall notify the User (if there a technical possibility for the User to be notified exists) no later than 24 hours from the moment their Account is deleted.
5. The Service Provider reserves the right to refuse to provide services to the User and remove their Account if it was set up again after it was removed as result of violation of these Terms and Conditions.

11. AMENDMENTS TO THESE TERMS AND CONDITIONS

1. In the event any of the Services is changed or for any other material cause, the Service Provider is entitled to amend these Terms and Conditions. The amendment of these Terms and Conditions becomes effective within 7 days of posting of amended Terms and Conditions on the Website.
2. The Service Provider may additionally notify the User of the amendment of Terms and Conditions upon their first visit to the Account from the date the amendment becomes or by sending information regarding the amendment to the User's e-mail address.
3. In the case referred to in item 11.1 above, the User has the right to terminate the Agreement immediately upon receiving information on the amendment of Terms and Conditions. If the User does not do so, it is deemed that they have accepted the revised Terms and Conditions.

FINAL PROVISIONS

1. A Privacy Policy is attached as Appendix no. 1 to these Terms and Conditions and it is an integral part of this Agreement.
2. Terms and Conditions and the Agreement shall be governed by the laws of the Republic of Poland.
3. For any matters which are not regulated within these Terms and Conditions provision of the Act on Provision of Services by Electronic Means, Act on Personal Data Protection, the Polish Civil Code and other provisions of the Law of Republic of Poland apply.
4. Any disputes resulting from these Terms and Conditions or the Agreement shall be finally resolved by a Polish common court.

PRIVACY POLICY

1. SCOPE OF APPLICATION

- 1.1. This document defines the privacy policy for the Inhire.io website (hereinafter referred to as the Website).
- 1.2. The Website belongs to Inhire spółka z ograniczoną odpowiedzialnością (Ltd.) with its registered office in 1/12 Mokotowska Street, 00-640 Warsaw, POLAND, registered within the register of entrepreneurs maintained by the Regional Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register under KRS#: 0000653308, VAT#: 7010642488, REGON#: 366094345 (hereinafter referred to as the Administrator).
- 1.3. The Administrator is the sole entity responsible for the provision of services through the Website.
- 1.4. The Administrator shall use best efforts to protect the privacy of the Users of the Website.
- 1.5. Before using the Website, the User shall become familiar with the provisions of this Privacy Policy.
- 1.6. By beginning to use the Website the User accepts the provisions herein.
- 1.7. In case the User does not agree to the provisions of this Privacy Policy they should not continue using the Website.

2. THE SCOPE OF COLLECTING, STORING AND PROCESSING PERSONAL DATA AND OTHER INFORMATION GATHERED THROUGH THE WEBSITE

- 2.1. The User of the Website entrusts the Administrator with their personal data or other data entered through contact forms or provided by the User while using the Website. The Administrator defines the data which is required for the purpose of providing services through the Website.
- 2.2. The information mentioned in item 2.1 above is provided by the User voluntarily.
- 2.3. For the purpose of proper functioning of the Website, the Administrator sends "Cookie" files to the User's device through their server.
- 2.4. The Website may gain access to the following files and data on the User's device:
 - 2.4.1. files on the User's hard drive which are selected by the User to be uploaded to the Website,
 - 2.4.2. "Cookie" files, the location of which depends on configuration of the device and the User's web browser.
- 2.5. Depending on configuration of the User's software (WWW browser and the operating system) the User may withdraw authorization or remove "cookie" files by changing system settings on the device or clearing its memory.

3. DISCLOSING INFORMATION TO THIRD PARTIES

- 3.1. Personal data provided by Users of the Website to the Administrator may be processed for the purpose of marketing own services and direct marketing through a desktop or mobile device upon User's consent. Such consent may be withdrawn by the User at any time. The User of the Website may withdraw their consent by sending an e-mail to the following address: hello@inhire.io.
- 3.2. Personal data provided by the User to the Administrator, may be disclosed to third parties related to the Administrator for advertising purposes, market research or to define behaviors and preferences of Users, it can be used by the Administrator to send commercial messages from the Administrator or its business partners only upon User's consent for such use of data. The User of the Website may withdraw their consent by sending an e-mail to the following address: hello@inhire.io.
- 3.3. The Administrator shall not disclose any personal data of the Users, particularly their e-mail addresses, in any other case to any other third party than those mentioned above.

4. INFORMATION SECURITY

- 4.1. The Administrator shall use best efforts to ensure optimal safety and security of the information which is gathered through the Website or provided by the User.
- 4.2. Personal data is protected as required by provisions of the current law, with the use of physical and electronic security measures and proper procedures. In case provision of services is entrusted to a third party we require those third parties to utilize the same standards of information security.
- 4.3. According to article 32 of the Act of August 29, 1997 on Protection of Personal Data (Journal of Laws of 2002, no. 101, item 926 as amended) the User has the right to:
 - 4.3.1. Demand information with regards to the purpose, scope and means of processing their personal data;
 - 4.3.2. Access their personal data;
 - 4.3.3. Amend their personal data;
 - 4.3.4. Demand for their personal data not to be processed for marketing purposes.
- 4.4. Demanding those rights may take place by contacting the Administrator by e-mail: hello@inhire.io.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Contents of the Website are a property of the Administrator. The Logo, name, concept, layout, text and particular elements of the Website constitute work protected by personal and proprietary copyrights.

The rights to use those elements are reserved and unless stated otherwise or a without a written consent their use is prohibited. The Administrator may share their own content protected by copyrights within the Website to be used only for promotional and informational purposes. In such case the written consent is not required.

- 5.2. The User is granted a non-exclusive license to use the content mentioned above in item 5.1 while they are using the Website, within the following scope of use:
 - 5.2.1. Entering data required for proper functioning of the Website,
 - 5.2.2. Reading system messages and using the Website in the required scope.
 - 5.3. The above mentioned license is granted only for the duration required for proper functioning of the Website.
6. LIMITED RESPONSIBILITY
- 6.1. The Administrator does not bear any responsibility for any damages resulting from accessing the Website, using the service or downloading any content, data, text or other files. The Administrator also does not bear any responsibility for technical or administrative errors in the functioning of the Website which are beyond their control or any downtime or other circumstances as indicated in the Terms and Conditions of the Service.
7. FINAL PROVISIONS
- 7.1. Any questions or remarks with regards to this User Privacy Policy for this Application shall be addressed to hello@inhire.io.
 - 7.2. The Administrator reserves the right to change the above Privacy Policy by publishing a new privacy policy on the Website.