

CONDITIONS of using the "Refer a friend" option in the huntoo System

I. Introductory provisions

1. The "Refer a friend" option is part of the huntoo System and is made available to natural persons who may enter their personal data in order to provide it to a potential employer by TRAFFIT limited liability company based in Gdynia, Aleja Zwycięstwa 96/98, documented in the register entrepreneurs of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register under the KRS number 0000500186, with the tax identification number NIP: 5862288562 and REGON number: 222042972.
2. As a result of registration in the huntoo System through the "Refer a friend" option, the Recommender is given the opportunity to obtain a unique link, which will enable them to obtain the remuneration provided by the potential Employer for entrusting them with the Candidate. The entity obliged to pay the remuneration and determine the rules of this payment is the potential employer, while TRAFFIT sp.z o.o. through the huntoo System contacts the person who can recommend the Candidate, i.e. the Recommender, to the potential Employer. The Employer sets the rules for the payment of remuneration, they are available on the advertisement page.
3. The use of the huntoo System is voluntary and does not require a written contract. The contract for the use of the huntoo System is concluded by accepting the Conditions of the TRAFFIT system access service, these Conditions and reading the Privacy Policy at <https://www.traffit.com/pl/polityka-prywatnosci/> and creating an Account.

II. DEFINITIONS

The terms used in the Conditions shall mean:

1. TRAFFIT Sp. z o.o. - means TRAFFIT limited liability company with its registered office in Gdynia, Aleja Zwycięstwa 96/98, documented into the register of entrepreneurs of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register under KRS number 0000500186, with a tax identification number NIP: 5862288562 and REGON number: 222042972.
2. Conditions - means these conditions.
3. huntoo System - means the internet application owned by TRAFFIT Sp. z o.o., available at <https://app.huntoo.pl/>, which is used to streamline the recruitment process and manage databases of Recommending and Candidates. Part of the huntoo System is the Candidate Recommendation option.
4. "Refer a Friend" option - has the meaning given in the Introductory Provisions.

5. Recommender - means a natural person registering in the huntoo System in order to generate a unique link which allows a Candidate to apply for an advertisement.
6. Candidate - means a natural person who will apply for an advertisement via a unique link generated by the Recommender in the huntoo System.
7. Account - the Recommender's account in the huntoo System
8. Employer - a registered user of the huntoo System who uses the Refer a friend functionality and is obliged to pay the Recommender's remuneration under the conditions specified by the Employer.
9. Personal Data - means personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data and the repeal of Directive 95 / 46 / WE (hereinafter referred to as "GDPR"), including the Recommender's personal data.
10. Bonus - the remuneration due to the Recommender for an effective recommendation sent via the huntoo system paid by the Employer, the amount of which is determined by the Employer and is presented in the advertisement.

III. Using the "Refer a Friend" Option

1. The Recommender's use of the "Refer a Friend" Option consists in registering in the huntoo System, creating an Account and generating a unique link to the advertisement in the TRAFFIT System, which the Recommender can then pass on to the person interested in the advertisement.
2. In order to set up a Recommender's account, the Recommender should complete the registration form available at <https://app.huntoo.pl/register> to the extent specified by TRAFFIT Sp. z o.o. as mandatory and follow the system messages that appear.
3. TRAFFIT sp. z o.o. stores the Recommender's data and makes it available to the Employer, whose advertisement was answered by the Candidate using the link generated for the Recommender, to which the Recommender agrees.
4. The Recommender may resign from using the service (terminate the contract for the provision of the service) at any time, with a notice period of one month with effect at the end of the calendar month, subject to other provisions of the Regulations. The Employer determines the payment of the bonus after the Recommender's resignation from the huntoo system.
5. TRAFFIT Sp. z o.o. may terminate the contract for the use of the huntoo System with a notice period of one month with effect at the end of the calendar month, subject to other provisions of the Conditions.

6. After the termination of the Agreement, TRAFFIT Sp. z o.o. will delete the Recommender's account and any data entered by the Recommender into the huntoo System within 14 days from the date of termination.
7. To use the huntoo System, a computer or a mobile device with access to the Internet and a web browser in the latest version is required. Recommended browsers are: Google Chrome, Mozilla Firefox, Safari, Microsoft Edge, and Internet Explorer 11 or higher. Due to the nature of the service, JavaScript and saving cookies must be enabled on the device. It is discouraged to use browser plug-ins that may affect the proper operation of the system - in particular plug-ins that block pop-ups and make changes to websites.
8. The rights to the logotype and name of the huntoo System are held by TRAFFIT Sp. z o.o. and are protected by law.
9. TRAFFIT sp. z o.o. may remove content that violates the Conditions, violates the good name or interests of TRAFFIT sp. z o.o. or third parties.
10. All rights to the huntoo System are reserved for TRAFFIT sp.z o.o., as well as the rights to its text and graphic elements, photos, applications and databases, and are protected by Polish and international law, including in particular the provisions of the Act on on February 4, 1994 on copyright and related rights (Journal of Laws No. 24, item 83, as amended), the Act of July 27, 2001 on the protection of databases (Journal of Laws No. 128, item 1402, as amended) and the Act of April 16, 1993 on combating unfair competition (Journal of Laws No. 47, item 211, as amended).
11. The use of text and graphic materials, photos, applications and databases as well as other elements contained in the huntoo System does not mean that the Recommender acquires any rights on intangible goods, to works and databases contained therein.
12. TRAFFIT sp. z o.o is not a provider of data transmission services or telecommunications services. Thus, all costs related to data transmission services or telecommunications services required to run and use the huntoo System are covered by the Recommending Person, on the basis of an agreement concluded by them with an Internet provider or a telecommunications service provider.
13. TRAFFIT sp.z o.o declares that the public nature of the Internet and the use of electronic services may entail the risk of obtaining, appropriating or modifying the Recommender's data and data collected as part of the huntoo System. In order to protect such data, Recommenders should apply adequate technical measures to minimize the above-mentioned threats to a minimum, including in particular anti-virus programs or programs protecting the identity of people using the Internet.
14. For individual services available in the huntoo System, TRAFFIT sp.z o.o may introduce separate regulations, in which separate procedures or conditions for concluding and terminating contracts for the provision of electronic services will be specified.

15. The huntoo System presents information and advertising content. TRAFFIT sp.z o.o has the right to post in the huntoo System and present advertising / commercial content or materials regarding goods or services offered by TRAFFIT sp.z o.o, as well as goods or services of third parties, in the forms used on the Internet.

16. The rules of recommending a Candidate are defined by the Employers. TRAFFIT sp. z o.o. is not responsible for the content of these rules and the Employer's compliance with the obligations, in particular for settlements between the Employer and the Recommender and the payment of the Bonus.

IV. The rights and obligations of the Recommender

1. The Recommender undertakes to comply with the provisions of law in force in the territory of the Republic of Poland and the provisions of the Conditions.

2. The Recommender is obliged:

a) not to infringe the rights or personal rights of third parties, in particular Candidates or Employers;

b) not to provide third parties with the login and password to the Recommender's account in the huntoo System in any way;

c) not to duplicate any elements of the huntoo System, not to decompile the source code;

d) to use the huntoo System only for the Candidate's recommendation purpose;

e) repairing incurred by TRAFFIT Sp. z o.o. damages resulting from the breach of the Recommender's obligations.

3. The Recommenders shall be solely responsible for the content of the data entered by them. In the event of TRAFFIT Sp. z o.o. damage in connection with the content of the data entered by the Recommender, the latter is obliged to repair the damage.

4. The Recommender is not allowed to provide unlawful content, in particular that violates personal rights or other rights, constitutes threats or invectives, calls to hatred, or is offensive. It is also forbidden to promote other websites or post other promotional or advertising content. In addition, any actions that may destabilize the operation of the huntoo System are prohibited, in particular introducing malicious software, breaking security, taking over IP addresses, spam.

5. TRAFFIT Sp. z o.o. is entitled to block the Account in the event of the Recommender acting in a manner inconsistent with the Conditions, the law, violating the rights of third parties or TRAFFIT Sp. z o.o.

6. TRAFFIT Sp. z o.o. is entitled to discontinue the provision of use of the huntoo System for

Recommender, which is equivalent with the immediate expiry of the contract for the provision of the huntoo System and the deletion of the Account with its content without Recommender's rights or claims to any compensation, if Recommender breaches the Conditions, the law, the rights of third parties or TRAFFIT Sp. z o.o. and if the Recommender:

- a) during registration in the huntoo System provided false, inaccurate or out-of-date data, misleading or infringing the rights of third parties;
 - b) violated the personal rights of the Candidates and / or Employers via the huntoo System;
 - c) has committed other behaviors inconsistent with applicable law, contrary to the purposes of creating an account in the huntoo System.
7. Without the prior consent of TRAFFIT Sp. z o.o., the Recommender may not transfer the rights or obligations related to the use of the huntoo System to a third party. The Recommender should refrain from sharing the login or password with third parties. The Recommender is responsible as for his own action or omission, for the actions and omissions of third parties to whom they shared the password or login.

V. Rights and obligations of TRAFFIT Sp. z o.o.

1. TRAFFIT Sp. z o.o. is obliged to securely store the data entrusted to them in the huntoo System and keep them confidential. Only the employees of TRAFFIT Sp. z o.o., for which it is necessary for the proper performance of the Service and only for its implementation. TRAFFIT Sp. z o.o. will make reasonable effort to ensure that data transmission via the Internet as part of the use of the huntoo System is secure, i.e. that the information sent is sent with the confidentiality, entirety and completeness of the transmitted data. Connections used by TRAFFIT Sp. z o.o. are encrypted.

2. TRAFFIT Sp. z o.o. reserves the right to temporarily block the Recommender's access to the huntoo System until the matter is clarified, if there is a justified doubt that the Recommender used the huntoo System in breach of the provisions of the Conditions.

3. TRAFFIT Sp. z o.o. is entitled to a temporary interruption in the operation of the huntoo System for technical reasons. TRAFFIT Sp. z o.o. will make effort to ensure that the technical breaks last as short as possible and are carried out outside working hours, which is understood as hours from Monday to Friday between 8 am - 5 pm.

4. TRAFFIT Sp. z o.o. shall not be liable to the Recommender for non-performance or improper performance of services for reasons not attributable to him, including for reasons attributable to third parties, in particular the Employer and / or Candidate, over which he has no influence (e.g. such as telecommunications network operators)) or caused by force majeure (including pandemics). This does not apply to subcontractors of TRAFFIT Sp. z o.o. and other third parties through which TRAFFIT Sp. z o.o. provides services.

5. Regardless of other provisions of the Conditions, unless the mandatory provisions

of the law are against it, any liability of TRAFFIT Sp. z o.o. to the Recommender or any other persons or entity for the provision of the service of access to the huntoo System and other services covered by these Conditions, regardless of the legal and factual basis, is, except for mandatory provisions of law, limited to actual damages and may not exceed the amount of PLN 5,000.

6. Regardless of the preceding provisions, TRAFFIT Sp. z o.o. is not responsible to any extent for the payment of remuneration to the Recommender by the Employer for the Candidate's recommendation.

7. TRAFFIT Sp. z o.o. is entitled to provide the Recommender with the status of the Recommended Candidate's application, in particular to provide information about his employment.

VI. Confidentiality

1. TRAFFIT Sp. o.o. and the Recommender, under these Conditions, undertake to keep secret and not to disclose to third parties information about the terms of the provision of the services and any data (including business secrets) of the other party that the party obtained during or in connection with the provision of the services, without due to the manner and form of their recording or transmission, in particular in writing, photocopying, fax and electronic record, provided that such information is not commonly known. The principle of confidentiality does not apply to the conclusion and performance of the services.

2. TRAFFIT Sp. o.o. undertakes to maintain the confidentiality of the Personal Data entered into the huntoo System including data concerning the Recommender himself. The above does not apply to transferring the data to the Employer or Candidate according to the Conditions, to which the Recommender expresses irrevocable, unconditional consent. As soon as the data is made available to the Employer, it becomes the Data Controller of the personal data under the concluded contract of recommendation on the terms stipulated in the Employer's announcement.

3. TRAFFIT sp. z o.o. confidentiality obligation does not apply to information that:

- a) are disclosed for the proper provision of services,
- b) were owned by TRAFFIT Sp. o.o. before commencing the implementation of the Service,
- c) have been made public,
- d) are disclosed on the basis of the Recommender's consent.

4. The confidentiality obligation specified in this clause does not violate the obligation to provide information to authorized bodies under mandatory provisions of law.

5. The obligation of confidentiality shall remain in force also after the completion of services, for a period of 5 years from the expiry of the contract.

VII. Complaints

1. All complaints should be submitted to the e-mail address: pomoc@traffit.com.

2. The complaint should enable the identification of the person submitting it in order to inform him about the method of considering the complaint. For this purpose, the person submitting the complaint should indicate in the complaint, in particular, his / her name and surname, e-mail address. In addition, the complaint should contain a description of the subject of the complaint, as well as the specific request of the Recommender related to the complaint.

3. TRAFFIT Sp. z o.o. considers the complaint within 10 working days from the date of its receipt, unless additional information is required from the Recommender or it is necessary to perform additional activities. In this case, the period for considering the complaint is extended accordingly.

4. The Recommender agrees to TRAFFIT sp. Z o.o. interfering with the technical structure of the Account, in order to diagnose irregularities in the functioning of services, as well as making changes or any other impact on the technical side of the Account, in order to restore the correct operation of the Account or service itself, or to modify it in accordance with the request of the Recommender's complaint.

VIII. Amendments to the Conditions

1. The Conditions enter into force upon their publication on the website <https://app.huntoo.pl/regulamin.pdf>

2. TRAFFIT Sp. z o.o. reserves the right to amend the Conditions at any time, in particular for important technical, legal and / or organizational reasons, without the need to justify these reasons. Amendments to the Conditions enter into force on the date of their publication on the website <https://app.huntoo.pl/regulamin.pdf> (in particular by publishing a consolidated text of the Conditions containing the amendments), to the extent permitted by applicable law. TRAFFIT Sp. z o.o. notifies the existing Recommenders (who use the huntoo System at the time of changing the Conditions) about the change in the Conditions

3. In the event of disagreement with the amendment of the Conditions, the Recommender is entitled to terminate the contract. In the event of a notice submitted within 7 days of the amendment to the Conditions, the current wording of the Conditions shall apply during the notice period. Further use of the Service by the Recommender after the changes to the Conditions have been made is tantamount to the Recommender's confirmation that he has read the changes to the Conditions and the Recommender's submission of a declaration of acceptance of all amendments to the Conditions.

IX. Provisions specific to Customers who are Consumers or who, under specific provisions, have certain rights of Consumers

1. This section of the Conditions only applies to Recommenders who are Consumers or Recommenders who, under specific provisions, have certain consumer rights.

2. Detailed information on the possibility of the Recommender using Consumers of out-of-court complaint and redress procedures as well as the rules of access to these procedures are available on the website of the Office of Competition and Consumer

Protection at: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php

There is also a contact point at the President of the Office of Competition and Consumer Protection (telephone: 22 55 60 333, email: kontakt.adr@uokik.gov.pl or a written address: Pl. Powstańców Warszawy 1, 00-030 Warsaw), whose task is inter alia, providing assistance to consumers in matters relating to out-of-court resolution of consumer disputes.

3. The Recommender who is a Consumer may use extrajudicial means of dealing with complaints and redress. Electronic link to the ODR (Online Dispute Resolution) platform, i.e. to an interactive website enabling electronic resolution of a dispute with an online sales contract or for the provision of services before an ADR entity (Alternative Dispute Resolution; non-court conciliator) between a consumer living in the European Union and an entrepreneur established in the EU, available here: <http://ec.europa.eu/consumers/odr>.

4. The Recommender who concluded the contract with TRAFFIT sp.z o.o. is entitled to withdraw from the contract for the use of the huntoo System. The right to withdraw on the same terms as the Consumer is also entitled to other Recommenders who have been granted such right by special provisions.

5. The Recommender referred to in sec. 4, may withdraw from the contract within 14 days of its conclusion. The withdrawal is made by sending a declaration of withdrawal in writing or by e-mail to the address of TRAFFIT sp.z o.o.

6. The Recommender is not entitled to withdraw from the contract if, with his consent, TRAFFIT sp. z o.o. started providing services within 14 days from the conclusion of the contract.

X. Final Provisions

1. The sole source of liabilities of TRAFFIT Sp. z o.o. are the Conditions and legal regulations in force in the territory of the Republic of Poland.

2. The law applicable to all legal relations arising from the Conditions between TRAFFIT Sp. z o.o and the Recommender is the law in force in the territory of the Republic of Poland. The place of conclusion and performance of the contract for the provision of services is the place of TRAFFIT Sp z o.o. registered office.

3. Detailed information on the principles of processing the Recommender Personal Data by TRAFFIT sp. Z o.o. is available at: https://app.huntoo.pl/klauzula_informacyjna.pdf
Detailed information on the principles of processing of the Recommender's Personal Data by the Employer can be found in the Employer's announcement.