

## Canvider Terms of Service

Effective as of 11 July 2025

### Introduction

These Terms of Service set forth the principles of using online services that we (as the Service Provider) provide to you as our User, provided within our websites: canvider.com and workloupe.com. In these Terms of Service, we indicate what are the rights and obligations of the Parties, that is, you and us, which are in turn related to the use of the Services. The Terms of Service constitute a binding agreement between the Service Provider and the User, which means that both we and you are obligated to abide by its provisions.

### 1. Definitions

- 1.1. Some terms used in these Terms of Service are of particular importance. Therefore, we have decided to define them. Below is an explanation of how to understand important terms that appear in the following section of these Terms of Service:
  - 1.1.1. **Service Provider (or “us”, or “we”)** – Canvider sp. z o.o. with its registered office in Kraków, Republic of Poland, address: Olszańska 7, 31-513 Kraków, entered into the Registry of Entrepreneurs of National Court Registry by the District Court for Krakow-Srodmiestecie in Krakow, XIth Commercial Division of National Court Registry under the KRS No.: 0001181200, NIP: 6751815792, REGON: 542135080, share capital: PLN 6.000,
  - 1.1.2. **Terms of Service** – this document,
  - 1.1.3. **User (or “you”)** – a person who accepts these Terms of Service and uses the Services. The User may be a natural person, a legal person or an organizational unit without legal personality which has legal capacity,
  - 1.1.4. **Individual User** – a User who uses the Services as a potential employee or a contractor, looking for work opportunities,
  - 1.1.5. **Business User** – a User who uses the Services as an organization who looks for employees or conducts hiring processes with our Platform,
  - 1.1.6. **Party** – the Service Provider (us) or the User (you),
  - 1.1.7. **Account** – a functionality that allow you to log in to our Platform so that you can use our Services,
  - 1.1.8. **Talent Pool** – an element of our services with information about Individual Users who are looking for work or contracts,
  - 1.1.9. **Services** – services provided electronically by us to you, as well as to your Users. The detailed scope of the Services is determined by the contents of these Terms of Service and the established Subscription,
  - 1.1.10. **Platform** – a set of connected websites (in particular: canvider.com and workloupe.com), created and maintained by us, that you can access to use our Services,
  - 1.1.11. **Remuneration** – the amount due to us in exchange for the provision of the Services in accordance with the terms chosen by you, determined in accordance with the provisions of these Terms of Service, in particular depending on the selected Subscription,
  - 1.1.12. **Entrepreneur** – a natural person, a legal person or an organizational unit that is not a legal person, to which a separate act grants legal capacity, performing business activity on

its own behalf and not being a Consumer, who uses the Services,

- 1.1.13. **Individual Entrepreneur** – an individual who enters into an agreement directly related to his or her business activity, if the content of the agreement shows that it does not have a professional character for them, arising in particular from the subject of their business activity, made publicly available on basis of regulations regarding the Central Register and Information on Business Activity,
- 1.1.14. **Subscription** – a set of rules regarding the details of our provision of the Services to Users, including in particular the price, the duration of the provision of services and the detailed terms of the Services, including the scope of the Services provided to a specific User. The terms of the Subscription may take form of a list of detailed information on provided Services, which are published on our website, or agreed upon in individual arrangements between us and you,
- 1.1.15. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation),
- 1.1.16. **Parties** – we and you (the User),
- 1.1.17. **Consumer** – a natural person, which uses the Services in connection with their personal or household activities, not in connection with business or entrepreneurial activities.

## 2. General provisions

- 2.1. These Terms of Service constitute an agreement for the provision of services by electronic means between you and us, the object of which is the provision of Services to you. The agreement shall be concluded in accordance with Polish law and these Terms of Service unless mandatory provisions of law establish a different jurisdiction.
- 2.2. Acceptance of the Terms of Service takes place when you create an Account within our Services and when you click the "I agree" or equivalent checkbox presented with the link for the Terms of Services.
- 2.3. The User is obliged to comply with the provisions of the Terms of Service.
- 2.4. If you have any questions, comments or would like to raise any other issues, related to the Services or the contents of the Terms of Service, you can write to us at: [hello@canvider.com](mailto:hello@canvider.com). Alternatively, you may write to us at: Canvider sp. z o.o., 1-3 Olszańska 7, 31-513 Kraków, Republic of Poland. Notwithstanding the above, we may publish information on our website about other means of communication between us and our Users or third parties.
- 2.5. We may carry out activities meant to verify whether the data provided by you as a Business User are correct, in particular by comparing the data provided in the process of registering an Account or as provided within the Service with data publicly available in the business registers that operate in your country of origin.
- 2.6. Since, as a Business User, you may create User Accounts within the Services for the benefit of your employees, associates or representatives, you are required to familiarize them with these Terms of Service, including, in particular, the licensing provisions, liability rules, and rights and obligations of Users. As a User, you are responsible for the actions of your employees, associates, or representatives within the Services.
- 2.7. Only a:
  - 2.7.1. Legal person with full legal capacity, or
  - 2.7.2. An organizational unit without legal personality with legal capacity, or

- 2.7.3. A natural person who is of full legal age and has full legal capacity and whose rights are not restricted in any way, in accordance with the provisions of applicable law, may enter into an agreement with us. By accepting these Terms of Service, you declare that you are such a person or are acting on behalf of such a person. Impersonating anyone or creating false identification is prohibited.
- 2.8. If you are a person acting on behalf of the User who is a legal entity, you declare that you are fully authorized to act on behalf of the User and have the right to conclude a contract between the and the Service Provider.
- 2.9. Some of the provisions of these Terms of Service grant additional rights to Consumers or Individual Entrepreneurs. The granting of additional rights in favor of one of these groups does not imply their granting to other groups, including, in particular, Entrepreneurs, who do not have the status of Individual Entrepreneurs.

### **3. Creating an account**

- 3.1. In order to use most of the Services, you must create a User's Account. Creating a User's Account requires you to accept the provisions of the Terms of Service, Privacy Policy and to provide us with your valid e-mail address.
- 3.2. We provide different Services for Business Users and Individual Users. Therefore, you should choose what kind of Account you want to create – either designated for Business Users or Individual Users.
- 3.3. In case if you create an account for Business Users, you should also provide:
- 3.3.1. Name of the company that will be the Business User,
  - 3.3.2. Name and surname of a contact person,
  - 3.3.3. Tax identification number,
  - 3.3.4. Company headquarters (city),
  - 3.3.5. Company's size.
- 3.4. Providing data mentioned above and accepting these Terms of Service leads to a creation of a User's Account.
- 3.5. The use of certain Services may also require the payment of the corresponding Remuneration, in accordance with the terms of the established Subscription. Details of the payment terms for the Services are described in point 12 of these Terms of Service. In case of using paid Services, you may be obliged to provide additional data, especially related to invoicing and payment details.
- 3.6. When you create a User's Account, we will ask you to establish a password. In order to ensure a high level of security of your data, we suggest that the password you create should be at least 8 characters long and contain upper- and lower-case letters and at least one number.
- 3.7. You may only have one User Account within our Services. Only one User may use one Account within the Services. You do not have the right to transfer your Account access data to other persons.
- 3.8. If any of the identification or registration data that pertains to you as a User changes, you agree to update it immediately as part of the Services. You are fully responsible for keeping the data you provided when setting up your Account accurate and up to date.
- 3.9. Notwithstanding the provisions above, some of our services may be provided without the requirement to create User's Account, especially submitting your CV in connection with a specific recruitment process as an Individual User, in accordance with provisions of point 6 of these Terms of Service.

#### 4. Scope of provided Services

- 4.1. The Services we provide include the ability to use various tools related to the recruitment processes, management of recruitment in companies and looking for potential candidates to work. The detailed scope of the Services that will be provided to you is determined by you at the time of creating an Account (especially choosing the terms of your Subscription (if you are a Business User), indicating what features and capabilities will be available under the Services.
- 4.2. The Services include, in particular:
  - 4.2.1. In case if you are a Business User, functions allowing you to:
    - 4.2.1.1. Create and post job ads,
    - 4.2.1.2. Integrate the Services with other websites where job ads may be posted (the list of such websites is published on our website),
    - 4.2.1.3. Manage recruitment processes,
    - 4.2.1.4. Set up meetings,
    - 4.2.1.5. Choose candidates from our Talent Pool
    - 4.2.1.6. Proposing job to candidates,
    - 4.2.1.7. Use AI-tool to assess whether the candidate is suitable for the job,
  - 4.2.2. In case you are an Individual User:
    - 4.2.2.1. Apply for job offerings, published by Business Users,
    - 4.2.2.2. Upload your CV to our Talent Pool, so that Business Users may review it and contact you if they have a suitable job offer for you.
- 4.3. The detailed scope of activities that may be performed in connection with the use of the Services may vary depending on what Subscription terms you choose. Precise information regarding the Services we provide, including their use, features, required Subscriptions and limitations, if any, is available within our website.
- 4.4. The use of the Services is possible through the website provided by us, accessible through a web browser. To use it properly, your device should have a web browser installed, for example Google Chrome, Microsoft Edge, Mozilla Firefox, Opera, in a version no older than one year, with updates installed and cookies enabled.
- 4.5. In some cases, our Services may be integrated with other solutions, in particular other websites with job ads, through APIs or other technologies that enable communication (including that performed without direct human involvement) between our Services and the other website. Detailed technical requirements and conditions for establishing such links are described within the documentation of our Services. Please be aware that we are not responsible for the maintenance and reliability of such websites. Therefore, we cannot guarantee that these integrations will be working correctly all time, especially in case of downtimes, disruptions, updates, or alterations of services provided by these websites. Our liability for incorrect operation of these integrations is explicitly excluded.
- 4.6. Take into account that we are in no way responsible for the improper or undesired operation of the Services if you, acting as a User, do not have the appropriate hardware or software that complies with the above provisions. Such a situation shall not be considered a justification for termination of the contract for electronic services.
- 4.7. We may also post within our Platform certain job ads that were published on other websites or RSS channels. We will do it only if the terms and conditions of these websites explicitly allow us to search and copy job ads published on their websites.
- 4.8. We point out that the information contained on our websites about the possibility of acquiring paid Services, information about them, including, in particular, the amount of the Remuneration

or information about the details of the Terms of Service of individual Subscriptions, constitutes only an invitation for you to make an offer. Once we are informed that such an offer has been made (that you have placed an order), we will either confirm acceptance of the offer via an e-mail sent to you or refuse to accept the offer.

- 4.9. We reserve the right to change the scope of the Services provided, including introducing new Services to our offer, carrying out and cancelling promotional actions concerning the Services or making changes to them. Changes are not binding with respect to Services ordered by you before the effective date of the change. Changes in the amount of the Remuneration for access to the Services shall become effective upon their publication on our website, unless otherwise stipulated.
- 4.10. In each case of a reduction in the amount of Remuneration under a sale/promotion, information on the lowest price of the Service, which was in effect during the 30 days prior to the introduction of the reduction, shall be displayed next to the information on the reduced price. Sales organised by us, relating to our Services, are not cumulative, and selected promotions may exclude the validity of other promotions. Detailed information is provided each time in the Terms of Service or the regulations of a given promotion.

## **5. AI tools**

- 5.1. As a Business User, you may use our AI tool, available within the Platform, allowing you to assess whether candidates for work, applying to the job offer posted by you, are suitable for such a job. The AI tool automatically verifies the skills, experience and education of a candidate and compares them with the requirements for a specific job, posted within the job advert. The AI may also refer to the general knowledge regarding requirements for a specific position, such as a standard experience or skills required for a specific job.
- 5.2. The AI tool takes into account in particular:
  - 5.2.1. Skills,
  - 5.2.2. Experience,
  - 5.2.3. Education,
  - 5.2.4. Other qualifications.
- 5.3. The AI generates the summary, indicating whether a specific candidate is suitable for the job, giving them a numerical mark and providing a short justification why such a mark has been presented.
- 5.4. The AI does not take into the account the looks of a person (if it is included within CV), sex of a candidate, their personal beliefs, country of origin, race, religion or other factors which are not relevant in the process of choosing an appropriate work candidate.
- 5.5. If you are a Business User, using our AI Tool for recruitment purposes, you should use it only as a supplementary form of assessing candidates and perform your own, manual verification as well. Please be advised that our AI tool is supposed to support you in the process of choosing an appropriate candidate, not to choose it for you. Our AI tools is of an experimental nature and in some cases our AI tool may hallucinate and outcome of its analysis may be inaccurate, incomplete, or misleading. Therefore, you should not rely solely on the results provided by the AI Tool when making hiring decisions.
- 5.6. If you are an Individual User and you take part in a specific recruitment process, your CV may be subject to an assessment performed by our AI tool, provided as a service for Business Users. In such a case, the analysis is always done in connection with a specific recruitment process and a job advertisement published within our Platform. The AI tool analyses the CV only if a Business

User explicitly requests to perform such an analysis. Our AI tool does not allow to perform general assessments of CVs, not related to the specific recruitment process. By accepting these Terms of Service and taking part in a specific recruitment process, you authorize us and a Business User organizing such a recruitment process, to analyse your CV with our AI tool.

## **6. Individual Users**

- 6.1. As a Individual User, you may use the Services in order to participate in recruitment processes conducted by Business Users through the Platform.
- 6.2. Using the Platform, you may:
  - 6.2.1. Create an Account,
  - 6.2.2. Submit your CV and other application documents or data relevant to the recruitment process (such as a portfolio, video introduction, or answers to recruitment questions),
  - 6.2.3. Apply to specific job or contract opportunities published by Business Users,
- 6.3. By submitting your data or documents on the Platform, you agree to their use by Business Users for the purpose of recruitment, in accordance with the applicable data protection rules. This means that all potential Business Users may see your CV and process your personal data if you have uploaded it to the Talent Pool. Additionally, if you send your CV to a specific Business User in connection with the job advertisement posted by them, they will also process your personal data for recruitment purposes. Submitting the CV is tantamount to allowing the Business User to process it, in accordance with the applicable law. You can manage your data visibility settings within your Account. Participation in recruitment processes is entirely voluntary and free of charge. You may withdraw your application, delete your CV from the Talent Pool or delete your Account at any time, in accordance with these Terms of Service. If you are taking part in a current recruitment process, conducted by a Business User, you may always request them to delete your personal data.
- 6.4. We are not responsible for the content or outcome of recruitment processes conducted by Business Users. We only provide the Platform that facilitates communication between Individual Users and Business Users. It is the Business User's responsibility to conduct a recruitment process, submit a job advert and choose an appropriate candidate. We, as the Service Provider, provide a set of tools to facilitate this process, but we take no active part in it.

## **7. Business Users**

- 7.1. As a Business User, you may use the Services to conduct and manage recruitment processes within your organization, including by accessing and reviewing application materials submitted by Individual Users.
- 7.2. Depending on the scope of your Subscription, you may also be granted access to our Talent Pool, which contains data of Individual Users who are actively looking for employment or contract opportunities. You may browse this Talent Pool and invite selected candidates to participate in your recruitment processes, using functionalities available on the Platform.
- 7.3. By using the Services for recruitment purposes, you act as a Data Controller with respect to the personal data of candidates (Individual Users) whom you contact or process within the Platform. This means you are responsible for ensuring compliance with applicable data protection laws, in particular the GDPR, including but not limited to:
  - 7.3.1. Providing appropriate information about personal data processing at the time of



initiating contact,

- 7.3.2. Specifying the purpose and legal basis of processing,
- 7.3.3. Respecting data subjects' rights (e.g., access, rectification, erasure).
- 7.4. We provide functionalities based on artificial intelligence (AI), which may assist you in analyzing candidates' profiles or recommending potentially relevant matches. These tools are designed to support your recruitment decisions – not to replace them.
- 7.5. You should treat any suggestions or outputs generated by AI-based features as non-binding and indicative only. The final decision about whether to proceed with a given candidate should be made by you or your team members, based on your own assessment.
- 7.6. Please note that the AI tools offered through the Platform are experimental in nature. Although we strive for accuracy and usefulness, in some cases the output of AI-based functionalities may be incomplete, biased, or incorrect. You are responsible for verifying any such results before relying on them in your hiring decisions.

## **8. Safety**

- 8.1. The use of the Services is possible via a device that belongs to you, such as a computer, tablet, or phone. It is your responsibility to ensure the appropriate level of security for these devices. This especially relates to the Business User – we are obliged to ensure the security of the Platform. However, as long as you are the data controller of personal data of Individual Users taking part in recruitment processes, you are also responsible for safe processing of their personal data.
- 8.2. We ask you to keep in mind that using the Internet may involve various risks. Not all Internet users have good intentions. Some may try to use inattention or trust to commit crimes or harm others. That is why we inform you about online security risks, such as the activities of online criminals, attempts to extort data or payment funds, viruses, and other malware. At the same time, we recommend to take the following precautions to increase your IT security:
  - 8.2.1. Locking access to the device with a password or PIN,
  - 8.2.2. Having an updated operating system,
  - 8.2.3. Verifying that you are providing your personal information, either logins or passwords, on the correct website, in particular by verifying the correctness of the URL and checking that the connection to the site is encrypted,
  - 8.2.4. Not sharing your Account password with anyone else using the Services.
- 8.3. We also caution you against sharing your device with third parties to enable them to use the Services within your Account.

## **9. Creating additional Accounts for team members**

- 9.1. If you are a Business User, you may create additional User Accounts for your team members (such as employees or collaborators) who participate in recruitment processes or other activities within the Services, to the extent such functionality is available.
- 9.2. Each User Account may be used by one individual only. Shared accounts — meaning a single account used by multiple people — are not permitted. You may not provide paid services to third parties whereby you create User Accounts for them to use the Services independently.
- 9.3. Within some Services, Users may share various information, including personal data. This includes, among other things, the information displayed on a User's profile. In such cases, if you are the one creating these accounts (e.g., as a Business User), you act as the data controller and are responsible for informing the relevant individuals about the processing of their personal data.

You must ensure appropriate information obligations are fulfilled under GDPR or any other applicable data protection laws.

- 9.4. If the Service allows it, you may grant admin rights to selected Users. Admin rights enable a User to add or remove other Users, edit User accounts, modify organizational data, configure the Services, or purchase Subscriptions. By granting a User admin rights, you authorize them to perform all available admin-level actions within the Services, which may include incurring obligations on your behalf.
- 9.5. As a Business User, you may reset the passwords of Users under your organization. This functionality may also be available to Users with admin rights. However, please note that this option may not always be available — for certain types of accounts, passwords cannot be reset either by you or by us, which may result in permanent loss of access to data associated with that account.
- 9.6. The specific privileges and technical functionalities of User Accounts are further described in the technical documentation of the Services.
- 9.7. You may grant, modify, or revoke permissions for individual User Accounts created within your organization, as well as delete those accounts. Please note that we (as the Service Provider) do not provide support for adding or deleting individual User Accounts — this responsibility rests with you.
- 9.8. If the Service allows, Users may activate additional features on their accounts, such as two-factor authentication or activity notifications sent to their e-mail addresses. Enabling these features may require providing additional information, such as a phone number or alternative e-mail.
- 9.9. Certain information entered by Users — such as their name, nickname, or avatar — may be visible to other Users within your organization when using the Services.

## **10. Services provided by the Service Provider**

- 10.1. We enable you to use Services continuously, 7 days a week, 24 hours a day. Occasionally, however, we may need to shut down Services for a period of time, so that we can perform software updates, fix bugs, or perform maintenance work. In most cases, we will inform you of such interruptions at least three days in advance. Information in this regard will be forwarded to the e-mail address you have provided within the Services or displayed directly within the place where you manage the Services.
- 10.2. Regardless of the above, we indicate that in certain situations we may perform repairs, resulting in temporary interruption of Services, on an ongoing basis, without prior notice to Users. This occurs when we need to eliminate:
  - 10.2.1. Errors or defects which makes proper use of Services impossible,
  - 10.2.2. Errors or defects caused by improper functioning of external server/communication infrastructure,
  - 10.2.3. Errors or defects for removal of which we would need to shut down Services for an extended period of time.
- 10.3. This paragraph shall not be construed as our obligation to provide a certain minimum level of availability of the Services. Our liability for any technical interruptions implemented in accordance with the provisions of point 10.1 or 10.2 of these Terms of Service is excluded.

## **11. Rights of Users**



- 11.1. As a User, you retain full rights to the data, files, recruitment materials, communication history, and other content that you submit or upload to the Platform while using the Services. By doing so, you grant us a free, worldwide, non-exclusive license to store, process, and (where applicable) publish such content within the Platform — solely to the extent necessary to provide the Services to you. This license is granted solely for the duration and purpose of delivering the Services. Please be advised that if you upload your CV to the Talent Pool (as an Individual User) or publish a job advertisement within our Platform (as a Business User) it will be publicly visible. By uploading it to our platform, you hereby grant us a free-of-charge, worldwide license, valid for the duration of your use of our Platform, to store it within our server infrastructure and publish it within our Platform, in accordance with the provisions of these Terms of Services. If you are an Individual User, your CV may be provided to the Business Users looking for potential candidates – by accepting these Terms of Service you grant them the right to store it and use for recruitment purposes.
- 11.2. In case of uploading CVs or sending them to Business Users as a reply to their job advertisements, you also authorize us to use our AI Tool, described in the point 5 of these Terms of Services to process it, based on a specific request of a Business User who chooses to use this tool to assess your CV. We constantly work on improving the Services to better support Users in recruitment-related activities. Therefore, the specific features and capabilities available within the Platform may evolve over time. We aim to ensure that such changes do not materially disrupt core functionalities. Nonetheless, we reserve the right to make updates to the operation of the Platform, including changes to the interface, user experience, and Account functionalities. The most up-to-date information on the scope of the Services is always available on our website.
- 11.3. The standard scope of the Services does not include personalized onboarding or training sessions for you or your recruitment team. If such services are desired, they may be provided under separate arrangements made individually between you and us.

## **12. Fees**

- 12.1. Using some Services may require the payment of Remuneration to us, in accordance with the terms of the Subscription selected by you. Detailed information about:
- 12.1.1. Which Services are provided in exchange for Remuneration and which are available free of charge,
- 12.1.2. The terms applicable to each Subscription, including the amount of Remuneration and the scope of Services covered,
- is available on our website or may be agreed individually between us and you.
- 12.2. Remuneration for the use of the Services is charged in advance before the start of the period to which the payment relates.
- 12.3. We reserve the right to adjust prices for future purchases of the Services due to changes in market conditions. Such changes will not affect the Remuneration already paid for Services you have previously ordered.
- 12.4. Available payment methods include:
- 12.4.1. Bank transfer to the bank account specified by us after placing your order,
- 12.4.2. Electronic payment through a third-party payment provider (e.g., credit card), with payment executed upon order placement.
- 12.5. The process of ordering a Subscription through the Platform consists of the following steps:
- 12.5.1. You choose a specific Subscription,
- 12.5.2. You provide the required information as described in point 3.3 of these Terms of

- Service, if not provided earlier, and select the preferred payment method,
- 12.5.3. You accept the Terms of Service, if not previously accepted,
  - 12.5.4. You confirm your order by clicking the "Buy and pay" button, which constitutes an offer submitted to us pursuant to the point 4.8 of these Terms of Service,
  - 12.5.5. You make the payment in accordance with the selected method,
  - 12.5.6. We confirm acceptance of the order and start providing the Services or decline the offer and refund any payment made. Acceptance of your order constitutes the conclusion of the agreement,
  - 12.5.7. The Billing Period begins once the Remuneration is credited to our account and the Services become available to you.
- 12.6. In some cases, we may enable automatic renewal of your Subscription. If so, and you have given prior consent, we will attempt to automatically charge the Remuneration from your saved payment method before the end of the current Subscription period. If the charge is successful, your Subscription will renew for the next Billing Period. You may revoke consent to automatic payments at any time. If an automatic payment fails, you must pay manually to continue using the Services.
  - 12.7. An invoice will be issued without undue delay after we receive your payment. It will be sent to the e-mail address linked to your Account. By accepting these Terms of Service, you agree to receive invoices in this manner.
  - 12.8. If you pay using a credit card, you must provide valid and accurate card details and confirm that you are authorized to use the card. If you act as a representative, you confirm that you are legally entitled to use the payment method for the transaction.
  - 12.9. Services under a Subscription are provided for the specific duration agreed upon. Before the Subscription expires, we will notify you and provide information necessary for renewal, including the Remuneration amount and payment details. If you wish to continue using the Services, you must pay the applicable amount.
  - 12.10. Depending on the tax regulations in your country, the Remuneration may include applicable taxes. You are responsible for bearing all such tax-related costs. We aim to provide accurate tax-related information but encourage you to contact us if you have any doubts. In certain cases, we may request documentation proving your eligibility for tax exemptions.
  - 12.11. If you fail to pay the required Remuneration for the Services, we reserve the right to suspend access to the paid Services until all outstanding amounts are settled. In the case of late payments, we may charge statutory interest according to applicable law.
  - 12.12. If no payment is made for the renewal of a Subscription after the end of the previous Billing Period, access to the relevant Services may be suspended without further notice.
  - 12.13. If you do not renew your Subscription, your access to the Platform may be limited and you may use only Services that are available under the free Subscription plan.
  - 12.14. The date of payment is the date the Remuneration is credited to our bank account.

### **13. Free Services**

- 13.1. Some Services are available free of charge. This applies in particular to functionalities offered for Individual Users or as part of a free Subscription plan.
- 13.2. It is up to us to decide whether a particular Service will be provided free of charge. This includes whether or not we allow for free access for Business Users. We carry out activities in this regard on our own volition. We have the right to determine the specific conditions for the provision of

Services under free access, in particular the duration of such service or the additional restrictions that are associated with it. We will inform you about these conditions at the time you start using the free Service.

- 13.3. Please remember that the ability to provide the Services without payment is our right, not an obligation. This means that we may discontinue any of the free services at any time, as well as change or modify the scope of the free services, reduce the duration of the free Subscription period, or change the model of a particular service so that it is only available under a paid Subscription. As a Service Provider, we are in no way obligated to extend the free trial period granted to the Users, due to any circumstances.

## **14. Helpdesk**

- 14.1. As a User, you have the right to report errors, bugs or malfunctions concerning the functioning of the Services to us, in accordance with principles described below.
- 14.2. Reports mentioned in this paragraph may be sent via the dedicated functionality of the Services which is clearly marked by us as a helpdesk – for example in appropriate tab visible after logging into the Service.
- 14.3. The content of a report describing an error, bug, or malfunction should include:
- 14.3.1. User's name and surname or User's company name,
  - 14.3.2. =E-mail address of the reporting person,
  - 14.3.3. Description of an error, bug or a problem encountered within the Services.
- 14.4. If the information provided as part of your report is insufficient for verification, we may ask you to supplement your report and provide us with additional data
- 14.5. We will do our best to repair an error or defect in the Services so that you can continue to use the Services as soon as possible. However, we cannot guarantee that every problem will be resolved within the timeframe indicated by the User, in particular, due to the complexity of potential problems. In such a case, the possible repair of errors or defects may require additional time. Sometimes, instead of making a repair, we may allow you to use a temporary substitute solution so as to eliminate the negative effects of an error or defect occurring within the Services. If the process of fixing a bug, error or any other malfunction related to the Services encounters difficulties and cannot be accomplished within the scope of the Services' ongoing support, we may fix the error with the next update of Platform.
- 14.6. As a User, you may also use the contact methods indicated in this paragraph to ask us any questions related to the Services and use support in regard to the Services.
- 14.7. In order to use the helpdesk as provided in this paragraph, you must have access to the Services under your paid Subscription. We do not guarantee that we will be able to make repairs or respond to requests to customers who use free access to the Services.
- 14.8. The helpdesk support does not include help connected with:
- 14.8.1. Errors caused by defects or improper performance of the hardware,
  - 14.8.2. Errors caused by using the Services incorrect way,
  - 14.8.3. Interference in the Services by unauthorized persons,
  - 14.8.4. Improper functioning of the User's infrastructure,
  - 14.8.5. Errors caused by improper functioning of software other than Services or our Platform,
  - 14.8.6. Errors caused by malicious software or viruses or unauthorized actions of third parties, in particular due to hacker attacks and other criminal activities,

## 15. Prohibited activities

- 15.1. You should comply with certain rules and restrictions in connection with your use of the Services. These rules apply to both Individual and Business Users and are as follows:
  - 15.1.1. You may not use the Services to post, store, or send content that violates criminal regulations,
  - 15.1.2. You may not use the Services to violate the personal rights of others, slander or insult them or take actions that are intended to defame that person in the eyes of others,
  - 15.1.3. You may not use the Services in a manner that infringes copyright or other intellectual property rights - for example, you may not use them to distribute audio, visual, graphic works without the permission of the creator or any owner of such rights,
  - 15.1.4. You may not use the Services to send spam or other types of unsolicited marketing information or to send messages using automated algorithms and bots,
  - 15.1.5. You may not use the Services to send, create, or perform operations with malicious software, in particular ransomware, spyware or other types of computer viruses,
  - 15.1.6. You may not combine or integrate the Services with IT solutions of which you are not the owner or authorized user (in particular, in connection with the applicable license agreement),
  - 15.1.7. You may not use the Services to violate other laws.
- 15.2. In addition, your use of the Services must be carried out in accordance with the provisions of the Platform, included in these Terms of Services. This includes, in particular, the prohibition of using the Platform in a manner inconsistent with the applicable license. When using the Services, you must comply with copyright and other intellectual property laws, including those arising from the registration of inventions, patents, trademarks, industrial designs, utility models, etc. Remember that the copyright to the Services and the Platform belongs to us - you, by receiving the opportunity to use our services, do not become their owner.
- 15.3. In a situation where we obtain information that you are carrying out the activities described in point 15.1 of these Terms of Service as part of using the Services, without additional warnings or requests to act in accordance with the Terms of Service, we may:
  - 15.3.1. Remove data from the Platform that you have posted as a User,
  - 15.3.2. Block your access to the Services for a certain period of time, from 1 month to 2 years,
  - 15.3.3. Delete your Account, functioning as part of the Services.
- 15.4. We do not conduct any activities that involve monitoring or verifying what you do within the Services. We may receive information about such activities, if any, from:
  - 15.4.1. Authorized law enforcement agencies, such as the police, a court, or a prosecutor's office,
  - 15.4.2. Other individuals,
  - 15.4.3. From publicly available sources,
  - 15.4.4. Directly from you.
- 15.5. We evaluate each piece of information on violation of point 15.1 of these Terms of Service individually. This is handled by our employees, who very carefully review the information we have collected and make an assessment of how we should respond. We take this kind of information seriously and recognize it immediately, in accordance with the procedures that are described in this document. However, we do not use any automated algorithms or bots to assist us in making a decision or to make it for us.
- 15.6. In verifying whether a given action violates the provisions of point 15.1 of these Terms of Service, we take into account:

- 15.6.1. Existence of possible grounds to believe that an unlawful activity occurred,
- 15.6.2. The provisions of laws and the Terms of Service that have been potentially violated,
- 15.6.3. Whether undertaken activities, having a certain degree of probability, are against applicable laws or Terms of Service provisions,
- 15.6.4. What measures referred to in point 15.3 of these Terms of Service will be appropriate, taking into account the nature of the violation.
- 15.7. At the same time, we would like to indicate that if we receive requests from law enforcement agencies such as the police, prosecutor's office, or the court, we are obliged to comply with their requests, regardless of whether, in our opinion, there is a violation of the law or not. In such a case, we will take the requested action, provided that it complies with the regulations that govern the operation of the law enforcement agency in question and is technically feasible.
- 15.8. Once we have made a decision to delete your data, account, or block access, we will inform you:
  - 15.8.1. Exactly what decision we made and what measure we took (i.e., deleting content/account or blocking access to your account),
  - 15.8.2. What facts and circumstances did we considered in making the decision and where did we got them from,
  - 15.8.3. What legal grounds did we rely on in making our decision - including, in particular, an indication of the laws or regulations that were violated, along with an indication of why we believe the actions in question were in violation of those laws or Terms of Service,
  - 15.8.4. How can you appeal our decision.
- 15.9. We will inform you of our decision electronically by sending a message to the e-mail address you provided as part of the Services.
- 15.10. You have the right to appeal our decision within 30 days from the date you receive information about our decision. In your appeal, you may indicate your arguments and cite evidence that supports them. After receiving your appeal, we will reconsider your case and inform you of our decision. We consider appeals promptly, within a few days of their receipt.
- 15.11. If we have determined that there are no grounds to take any action due to a violation of the law or regulations (that is, we will not delete the data/accounts or block access to them), we do not need to inform our User. We only provide such information to the person who notified us about the violation.
- 15.12. Notwithstanding the above, please be advised that if we obtain knowledge that a crime may have been committed or is being committed or may be committed in connection with the use of the Services, especially resulting in a threat to the life or safety of persons, we are obliged to inform law enforcement authorities. This does not exclude the possibility of carrying out the procedure referred to above.

## **16. Reporting prohibited activities**

- 16.1. Any person may report to us that our Services are being used by any User in a manner that violates point 15 of these Terms of Service— that is, notify us that the User is not complying with the restrictions of our Terms of Service and is performing activities within the Services that are prohibited.
- 16.2. The notification referred to above may be made by e-mail, sent to: [hello@canvider.com](mailto:hello@canvider.com).
- 16.3. The notification must include the following information:
  - 16.3.1. What User is in violation of the Terms of Service, or in what area of the Services (e.g., a specific element of the Platform or a specific part of the Service) the violation occurred,
  - 16.3.2. Why does the notifier consider the activity to be a violation,

- 16.3.3. An indication of the circumstances that make it probable that the violation occurred, in particular, the evidence that proves the existence of the facts indicated in the notification,
  - 16.3.4. Name, surname, and e-mail address of the notifier,
  - 16.3.5. A statement by the person confirming that he or she is convinced that the information and allegations contained in the notification are correct and complete.
- 16.4. Immediately upon receipt of the notification, we confirm its receipt by sending a message to the e-mail address of the notifier.
- 16.5. We process notifications without delay, within a few days of receipt. However, we would like to indicate that sometimes we need additional information to verify the legitimacy of the notification - in this case, we may extend the deadline for processing the notification to around two weeks.
- 16.6. If the information contained in the notification is incomplete or insufficient for us to make a reliable decision, we may ask the notifier to send additional information or supplement the notification.
- 16.7. We consider the notifications objectively and non-arbitrarily, with due diligence.
- 16.8. After we consider the notification, we make a decision under which we may decide that:
  - 16.8.1. The report is not valid, or the validity of the report cannot be confirmed, in which case we take no further action to remove the account or content or block access to it,
  - 16.8.2. The notification is legitimate, in which case we will take a decision to remove the account or content or block access to it, pursuant to the provisions of point 15.3 of the Terms of Service.
- 16.9. We inform the person who made the notification about the decision. We do this immediately after the decision is made. In addition, if our decision leads to the deletion of the Account or content or blocking of access to it, we inform the User about it.
- 16.10. In a situation where the person who made the notification does not agree with our decision, they have the right to appeal it within 30 days. In the appeal, the applicant may indicate their arguments and cite evidence that supports them. Upon receipt of the appeal, we will reconsider the notification and inform the notifier of our decision. We consider appeals promptly, within a few days of receipt.

## **17. Liability of the User and the Service Provider**

- 17.1. Each User is liable for their own actions or omissions that are contrary to these Terms of Service or generally applicable law. This includes responsibility for any content, data or materials submitted, uploaded or stored by the User within the Platform or through the Services.
- 17.2. Except to the extent that we have been informed that the content in question, stored within the Services, violates the law or the provisions of these Terms of Service, and after analysis we have determined that we will not remove or block the content, we are not responsible for the content posted by Users within the Services.
- 17.3. If you, as a User, post, upload or store any copyrighted information, data, or files within the Services, you must have the right to use such an item and store it within the Services.
- 17.4. Since the Services are standardised in nature and depend on the proper operation of elements beyond our complete control, our liability to Users is limited as follows:
  - 17.4.1. We are only liable for actual damages caused by our acts or omissions, if any, in connection with the provision of the Services to the User. Our liability for any other damages, including lost profits, is excluded.
  - 17.4.2. The Service Provider's total liability for any damages caused to the User in a calendar year



is limited to the value of the Remuneration received from the User in connection with the provision of the Services in such calendar year.

- 17.5. Notwithstanding the provisions below, as Service Provider we are not responsible for:
- 17.5.1. Any service that is not part of the Subscription selected by the User,
  - 17.5.2. Any activities or services described under the Terms of Service that are performed by entities other than our employees, associates, and authorized subcontractors, which means that we are not responsible for any act or omission of the User, or any third party related to the use of the Services,
  - 17.5.3. Any improper performance of obligations, as described in the Terms of Service, or any improper provision of the Services, where this is due to force majeure or for damages caused by the User's improper performance of obligations,
  - 17.5.4. Non-performance of obligations under these Terms of Service or improper provision of Services due to circumstances beyond our control, including, for example, failure of the provision of services by the internet service provider or being a subject of the DDOS attack,
  - 17.5.5. Non-performance or improper performance of our obligations, to the extent that this is due to technical or legal limitations beyond our control, in particular in the provision of remote technical support services, as well as the conditions and quality of communication with external service providers,
  - 17.5.6. The malfunction of your IT solution that is created using the Services, to the extent that this is not due to the malfunction of the Services.
- 17.6. By "force majeure" we mean an event that could not have been foreseen with the exercise of due diligence required in commercial relations, which does not result from our acts or omissions none and which we are unable to counteract even if we had acted with due diligence. In particular, we are not liable for the consequences of the following events: general strike, armed conflict in a country, blockade of ports or other commonly used points of entry or exit, earthquakes, floods, epidemics, and other natural force events.
- 17.7. We reserve the right, at our own risk, to use subcontractors to perform our obligations under these Terms of Service. We work with such subcontractors in accordance with our company's procedures and in accordance with the instructions communicated to such subcontractor. As a Service Provider, we shall be responsible for the subcontractor's acts and omissions to the User as if they were our own, especially if there is a failure to perform or improper performance of an obligation, including delays or failure to meet the deadlines indicated in these Terms of Service.
- 17.8. The provisions on exclusion or limitation of our liability do not apply to you if you are a Consumer or Individual Entrepreneur, to the extent that the law excludes such limitations. In such a situation, we apply the general provisions of the law to matters of our liability.
- 17.9. If you violate any provision of these Terms of Service, you shall indemnify and hold harmless the Service Provider and its agents, managers, members and employees from any damages, losses, costs, including court and legal fees, expenses and asserted liabilities, incurred, or paid by Service Provider as a result of any violation of these Terms of Service.

## **18. Intellectual Property**

- 18.1. All rights, including intellectual property rights in the software necessary to provide the services indicated in the Terms of Service are our property or solutions that we use in accordance with the terms of the licenses binding us and the third party that owns such solution.
- 18.2. As a Service Provider, we are entitled to enter into a binding agreement covering your use of the

Services and to enforce the provisions of the Terms of Service, including with respect to your use of elements protected by intellectual property laws. The conclusion or performance of the provisions indicated in the Terms of Service, including your use of the Services, will not lead to the infringement of any rights or property of third parties (including our affiliates), especially with respect to intellectual property or any other agreements concluded by us with third parties.

- 18.3. The Platform and all visual, structural, and functional components of the Services (including but not limited to website layout, source code, interface, graphics, text content, marketing materials, and product descriptions) constitute works protected by intellectual property law. We hold full rights to these elements. You may not copy, distribute, publicly share, or modify any of these elements unless permitted by mandatory law or expressly authorized by us.
- 18.4. We may use open-source libraries, tools, or frameworks as part of the Services. Such components are used in accordance with applicable license terms, and where legally required, we will inform you about the specific open-source elements used.
- 18.5. All proprietary rights associated with the software used to provide the Services and all rights related thereto shall remain our property.
- 18.6. With your acceptance of the Terms of Service, we grant you a non-exclusive, worldwide license that allows you to use the software necessary to use the Services, in particular the Platform, the software running within your web browser or the Services' documentation, in accordance with the Terms of Service, in particular:
  - 18.6.1. If you are an Individual User – to search for job or contract opportunities,
  - 18.6.2. If you are a Business User – to conduct recruitment or sourcing processes via the Platform.
- 18.7. You are obligated to use the Services and all materials and rights associated with the Services (including all adaptations and copies) in accordance with the Terms of Service.
- 18.8. You are authorized to use and share the Services with Individual Users for whom you have created an Account under the specified Services.
- 18.9. Some Services may assume the existence of various restrictions related to the use of the Services, including those related to disk space, computing power, the maximum number of integrations with other solutions, the maximum number of devices that may be associated with the Service, the scope of functionality or the maximum number of Users who may use the Services, in which case you may use the Services in a manner that does not violate these restrictions. If the restriction applies to Users, the Service may be used simultaneously by such number of Users who have access rights in accordance with the Subscription you have selected. Simultaneous use means the number of Users who have individual Accounts within the Services at any given time. If you wish to change your Subscription to create more User Accounts than specified above, you should contact us or change the terms of your Subscription directly within the Service.
- 18.10. The license granted to you is valid for the duration of the provision of the Services, based on your selected Subscription or other agreement with us. After this period ends, the license expires, and to continue using the Services, you must renew the Subscription or obtain other access rights from us.
- 18.11. The license fee indicated in this point is part of the Remuneration indicated in point 12 of these Terms of Service.
- 18.12. Unless expressly authorized by us, you are not permitted to:
  - 18.12.1. Offer paid access to the Services to third parties (except for your Users under your own Account),
  - 18.12.2. Sublicense or act as an intermediary, agent, or host for the Services,

- 18.12.3. Make the Services available as a commercial product or platform to others.
- 18.13. Our Platform allows you to upload certain content to it, in particular job advertisements or CVs. By uploading such content, you hereby state that you are authorized to upload it and you have appropriate legal rights to do so, in particular, you are either an owner of it or have a valid license to use it.

During your use of the Platform as a Business User, you may be enabled to obtain certain AI-Generated content, in particular related to the use of our AI-tool mentioned in point of these Terms of Service. We do not retain any rights to such content, as it is generated based on the content of CVs of Individual Users that take part in your recruitment process. You are hereby authorized to use such content in connection with your business activities without the requirement to obtain additional consents.

## **19. Personal data protection**

- 19.1. Pursuant to the provisions of GDPR as the Service Provider, Canvider sp. z o.o. with its registered office in Kraków, Republic of Poland we inform you that we are data controller of your personal data, where you are a person using the Services, including in particular the data provided in the electronic form during the registration process of an Users' account.
- 19.2. We process Users' personal data according to detailed provisions, regulated in the Service Provider's Privacy Policy, available on our website. The Service Provider indicates that they have implemented and maintain appropriate technical and organizational safeguards relating to the protection of personal data.
- 19.3. Notwithstanding the provisions mentioned above, as a Business User, you are responsible for processing personal data of candidates (including CVs, recruitment-related communications, or AI-generated suggestions) within the Platform. In accordance with the GDPR, you act as the data controller with respect to such data, which means you determine the purposes and means of its processing.
- 19.4. As a data controller, you are legally obliged to:
- 19.4.1. Ensure that candidates are properly informed about the processing of their personal data (e.g., by providing a privacy notice),
  - 19.4.2. Safeguard the data and implement appropriate technical and organizational measures to keep it secure,
  - 19.4.3. Respect data subjects' rights, including the right of access, rectification, and erasure,
  - 19.4.4. Process personal data in accordance with the legal bases defined in the GDPR.
- 19.5. We act as a data processor within the meaning of the GDPR in relation to the personal data that you process using the Platform. We only process personal data on your behalf and based on your documented instructions, and solely for the purpose of providing the Services.
- 19.6. In order to fulfill the obligations under Article 28 of the GDPR, you enter into a data processing agreement (DPA) with us, available within the Platform. By accepting these Terms of Service, you also accept the terms of the DPA. The DPA governs the scope, nature, and purpose of the processing, as well as both Parties' obligations and rights.
- 19.7. You acknowledge and agree that:
- 19.7.1. You may store and manage encrypted personal data (e.g., of candidates, employees, contractors, or other contacts) within the Platform;
  - 19.7.2. We do not determine the categories of personal data you collect, the reasons for collecting it, or the retention period — these are your sole responsibilities as the data

controller;

19.7.3. We remain the data controller only in relation to personal data we collect for our own purposes (e.g., visitors of our website, account registration data).

19.8. Where you use AI-powered features within the Platform, you acknowledge that these tools are decision-support mechanisms only. In accordance with Article 22 of the GDPR, final hiring decisions must be made by a human — not solely based on automated decision-making systems.

## **20. Termination of the contract**

20.1. As a User you have the right to terminate the contract for the provision of electronic services at any time, without giving a reason, by deleting their account within the Services. In this case, we delete your data within the Platform and User's accounts connected with the Services. This also means that we may delete all data stored within the Platform which relate to you or your team members, including files, messages, and tasks. As such, we ask you to export all your data stored within the Services before you delete your account.

20.2. Notwithstanding the foregoing, you may also terminate the contract for the provision of electronic services by:

20.2.1. Sending by mail a letter with a statement of termination to our address, indicated in the Terms of Service,

20.2.2. Sending an e-mail to the address: [hello@canvider.com](mailto:hello@canvider.com)

In this case, the contract is terminated 30 days after the Service Provider receives the message.

20.3. If you have purchased a Subscription in accordance with the provisions of the Terms of Service and have made a declaration of termination, the part of the Remuneration corresponding to the unused part of the Subscription will not be refunded. In such a case, the contract for the provision of services by electronic means shall be effectively terminated upon the expiration of the time for the provision of services in accordance with the Subscription. This also applies if you have deleted your Account within the Services.

20.4. If you violate the Terms of Service, as determined in accordance with the provisions of paragraph 15 of the Terms of Service, and we decide to delete and block your account, we may terminate the agreement binding us and you without notice.

20.5. The termination of the agreement referred to in point 20.4 of these Terms of Service will result in the deletion of all data stored within the Platform, including the User accounts that you have created. In this case, the amount of money corresponding to the unused portion of the Subscription will not be refunded. Termination of the agreement does not prevent us from taking further legal action, including seeking additional compensation, if it is deemed justified.

20.6. We reserve the right to terminate the agreement for provision of the Services with one month's notice. We may do so in particular in the event of a material change in the subject matter of our business or the discontinuation of the Services. In such a case, we will refund to you the unused portion of the Remuneration, according to the Subscription, purchased by you

## **21. Complaints**

21.1. If you are not satisfied with the way in which we provide the Services, you are entitled to file a complaint.

21.2. Complaints may be submitted:

21.2.1. By an e-mail, by sending our e-mail address: [hello@canvider.com](mailto:hello@canvider.com)

21.2.2. By a mail sent to our postal address: ul. Olszańska 7, 31-513 Kraków,

21.3. A complaint should include:

- 21.3.1. Your name, surname, and an e-mail address
- 21.3.2. Description of a complaint,
- 21.3.3. Your requests.
- 21.4. Before considering the complaint sent to us, we may ask you to send us additional information if the information you have given us so far needs to be clarified in order to properly consider the complaint.
- 21.5. We will respond to your sent complaint within 14 days from the day we receive it.
- 21.6. A response to the complaint will be sent to you electronically, to your e-mail address.

## **22. Rights of Consumers**

- 22.1. If you are a Consumer or an Individual Entrepreneur, you may withdraw from the agreement for provision of the Services within 14 days after registering your account and accepting the Terms of Service. The statement of withdrawal can be sent by you to the e-mail address: hello@canvider.com or by post, to: Olszańska 7, 31-513 Kraków, Republic of Poland.
- 22.2. As a Consumer or Individual Entrepreneur, you may also delete your account directly within the Service, which is equivalent to withdrawal from the agreement for provision of the Services.
- 22.3. Withdrawal from the contract by the Consumer or Individual Entrepreneur shall lead to a refund of any payments made by the Consumer or Individual Entrepreneur before the expiration of the aforementioned 14-day period.
- 22.4. In addition, if you are a Consumer or Individual Entrepreneur, you have the right to report the non-conformity of the digital service provided to you with the Agreement. In particular, you have the right to do so if you believe that:
  - 22.4.1. the Services do not conform to their description, do not correspond to the advertising messages created by us,
  - 22.4.2. the Services are provided with insufficient quality or in incorrect quantity or do not have the functionality they should have,
  - 22.4.3. the Services are not interoperable with other software or services with which they should be interoperable,
  - 22.4.4. the Services do not provide updates or technical support,
  - 22.4.5. the Services are not fit for the purpose for which they were created, taking into account applicable standards and good practices,
  - 22.4.6. the Services are not available to the extent required by market standards,
  - 22.4.7. the Services do not provide security at an adequate level given the nature of the service in question.
- 22.5. If you consider that the Services are not in compliance with the agreement, you may request that we correct the provision of the services, as to ensure compliance with the agreement.
- 22.6. If we fail to comply with your request referred to in passage 3, you have the right to submit a declaration of withdrawal from the agreement or reduction of the price.

## **23. Final Provisions**

- 23.1. The agreement between us and you shall be governed exclusively by the laws of the Republic of Poland. Any disputes related to the provision of the Services by us shall be resolved exclusively by the common courts having jurisdiction over the registered office of our company. The contract between us and you shall be subject to the exclusive jurisdiction of the Polish courts. This provision does not limit your rights regarding choice of court and applicable law if you are a

Consumer or Individual Entrepreneur.

- 23.2. Any disputes between us and you shall be resolved amicably through mutual negotiations and consultations. All negotiations and discussions in this regard will be treated as confidential. If the Parties fail to reach an agreement, either Party shall have the right to assert its rights in court, in accordance with the contents of these Terms of Service and the law. This provision does not constitute an arbitration clause.
- 23.3. You shall not have the right to transfer or assign any rights or obligations granted to you under these Terms of Service and obtained by you in connection with our provision of the Services, without first obtaining our consent in writing or documentary form. This shall also apply to the transfer of such rights or obligations within our group or to other companies affiliated with us in person or in equity.
- 23.4. We shall be entitled to amend the provisions of these Terms of Service due to such matters as:
  - 23.4.1. changes in laws that force changes in the way we provide services,
  - 23.4.2. changes to our business model, including, in particular, the development of our services, the addition of new features or the creation of new IT solutions - we stipulate that this may also include the discontinuation of old services,
  - 23.4.3. the need to make changes to further secure the interests of our company, especially with regard to liability or payment issues,
  - 23.4.4. changes in the organizational structure of our company or a change in the entity providing services (e.g., by another company in our capital group),
  - 23.4.5. changes in the licensing terms of our software.
- 23.5. A change in the Terms of Service shall come into force on the date we indicate in the contents of the message informing you about the change. The effective date of such change shall not be shorter than 14 days from the moment of informing you about the change. We will provide you with information about the change in the Terms of Service by means of electronic communication, in particular by e-mail, sent to the e-mail address you have provided within the Services or directly via the Services. Your continued use of the Services after the date of the change in the Terms of Service shall constitute your acceptance of the new version of the Terms of Service. If you do not agree to the change in the Terms of Service, please notify us before the effective date of the change. In such case, we will be forced to discontinue provision the Services to you and refund you a portion of the fees you paid corresponding to the unused portion of the term of the Subscription you purchased.
- 23.6. All communications between us and you regarding the provision of the Services, including matters relating to the Terms of Service or filing complaints, may be made electronically using the contact methods indicated within the Terms of Service. This includes making additional arrangements between you and us regarding the provision of the Services.
- 23.7. However, this does not prohibit you from contacting us by other means of communication, including letters or registered mail, if expressly permitted by the provisions of this or any other document that is binding us.
- 23.8. These Terms of Service shall apply from 11 July 2025.