

## TERMS AND CONDITIONS OF RENDERING SERVICES BY ELECTRONIC MEANS

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### **I. Introduction**

1. General provisions
- 1.1. These Terms and Conditions specify general rules constituting legal basis for using Exact Systems Service. Upon taking actions the aim of which is to use the Service, each User shall be obliged to observe provisions of these Terms and Conditions. Using Exact Systems Service in any manner, the User represents and confirms that it has read the content of these Terms and Conditions, accepts their provisions and undertakes to observe them.
- 1.2. Services shall be rendered as part of the Service by the Service Provider, i.e. Exact Systems NV Hoogstraat 69 B3600 GENK Belgium, Exact Systems bv Dr. Nolenslaan 157 6136 GM Sittard Netherlands and Exact Systems sp. z o.o. with its registered office in Częstochowa (42-200) at ul. Focha 53/5, entered in the register of entrepreneurs of the National Court Register by the District Court in Częstochowa, 17<sup>th</sup> Commercial Division under the number KRS 0000729296, Taxpayer Identification Number (NIP) 5272849887, business statistical number (REGON) 380045465, share capital of 100,000.00 zloty.
- 1.3. The Service can also contain links referring to other websites. They will open in a new window or the same browser window. Since these Term and Conditions concern the Service, the User shall be obliged to read each time terms and conditions put on the website reached by the User through the reference link. The Service Provider shall

not be held liable for the content provided by the websites, unless stated otherwise in the aforementioned terms and conditions.

## 2. Definitions

- 2.1. **“Terms and Conditions”** shall refer to these Terms and Conditions of rendering services by electronic means.
- 2.2. **“Service”** shall refer to the Internet service of Exact Systems available on the domain: exactsystems.nl.
- 2.3. **“Services”** shall refer to services specified in par. 2.4, 2.5, 2.6, 2.7, 2.8 below, rendered electronically as part of the Service by the Service Provider for the User.
- 2.4. **“Website”** shall refer to services rendered electronically by the Service Provider for the User, consisting in making available Materials concerning the Service Provider and/or Exact Systems Group and/or Partners, especially containing the information about events, services, products and other essential elements from the point of view of the Service Provider and/or Exact Systems Group and/or Partners and/or for the purpose of performing legitimate interests of the Service Provider, Exact Systems Group and/or Partners, e.g. marketing and own services or services recommended by the Service Provider.
- 2.5. **“Newsletter”** or shall refer to the service rendered electronically by the Service Provider for the User by sending electronic mails informing about events, services, products and other essential elements from the point of view of the Service Provider for the purpose of performing legitimate interests of the Service Provider, and/or Exact Systems Group and/or Partners, e.g. marketing and own services or services recommended by the Service Provider.
- 2.6. **“Contact Form”** shall refer to the service constituting an additional communication tool, made available by the Service Provider through the Service which enables contact with the Consultant for the purpose of obtaining response to question(s) contained therein in form of an e-mail or via telephone concerning work offered by the Service Provider and/or Exact Systems Group and/or Partners.
- 2.7. **“Link to Exact People”** shall refer to the service of sending a text message to a telephone number provided by the User with a link to the website [www.exactpeople.com](http://www.exactpeople.com) where the User can download Exact People application.
- 2.8. **“Exact People application”** shall refer to the application for smartphones, dedicated to people rendering services for Exact Systems Group and people looking for a job in Exact Systems Group. The application provides the information about Exact Systems Group, job offers, recruitment, and facilitates cooperation with Exact Systems Group. It also helps people cooperating with Exact Systems Group to establish days and hours during which they can render services, check their salaries, get the information about novelties and competitions organised by Exact Systems Group. Moreover, it provides a smooth contact with the coordinator.
- 2.9. **“User”** shall refer to any natural person using the Service.
- 2.10. **“Service Provider”** shall refer to the entity specified in 1.2 above.
- 2.11. **“Agreement”** shall refer to the Service Provision Agreement between the Service Provider and the User.

2.12. **“Materials”** shall refer to texts, photos, graphics, charts, video materials, multimedia materials etc., including in particular work within the meaning of the Act on copyright and related rights that shall be published or made available in the Service by the Service Provider.

2.13. **“Partners”** shall refer to entities from Exact Systems Group and all companies and other subsidiaries of the Service Provider and entities related by equity or personally with the Service Provider, as well as subsidiaries related by capital or personally with the other companies forming Exact Systems Group; this term also encompasses future entities to be formed or accepted or separated or shall become related by capital or personally with the Service Provider or other companies from Exact Systems Group.

2.14. **“Exact Systems Group”** shall refer to companies the current list of which can be found at <https://exactsystems.nl/capital-group>

2.17. **“Privacy Policy”** shall refer to the Privacy and Cookie Policy in the Internet Service of Exact Systems, available at <https://exactsystems.nl/uploads/offer/PRIVACY-AND-COOKIES-POLICY.pdf>

## **II. Principles of using Services offered as part of the Service**

1. What services are rendered by the Service Provider as part of the Service?

The Service Provider render the following Services as part of the Service:

- a) Website;
- b) Contact Form,;
- c) Link to Exact People;
- d) Newsletter.

2. How is the agreement for the provision of services concluded and terminated?

II.1. Website

II.1.1. The website development services agreement shall be concluded between the User and the Service Provider once the User has entered in the browser the relevant URL address of one of the Service websites. The use of the Website by the User shall be deemed by the Service Provider as the acceptance of Terms and Conditions and the Privacy Policy by the User.

II.1.2. The website development services agreement shall be terminated once the User has closed the Service website.

II.2. Contact Form

II.2.1. In order to conclude the agreement related to the Contact Form, the User shall be obliged to:

- a) provide e-mail address and the telephone number as well as the content of the message,

b) accept Privacy Policy and Terms and Conditions;

c) click the button "Send."

II.2.2. Provision by the User of e-mail address and the telephone number for the purpose of using the service of Contact Form shall be deemed to be giving consent to commercial and marketing information to be sent by electronic means within the meaning of the Polish Act of 18 July 2002 on services rendered by electronic means (Journal of Laws of 2019, item 123 as amended) and giving consent by the User to the use by the Controller of telecommunication devices for the purpose of direct marketing of products and services of the Controller and providing the User with commercial information in accordance with art. 172 par. 1 of the Telecommunication Law (Journal of Laws of 2018, item 1954 as amended).

II.2.3. Newsletter shall be sent at least once a year.

II.2.4. The agreement related to Contact Form shall be concluded for a specified period of time, from the moment of sending the Contact Form by clicking "Send" until the moment of receiving a response to the inquiry in the Contact Form by e-mail or via telephone.

II.2.5. The Service Provider shall respond to the inquiry forthwith, however, at least within 7 days of receiving the inquiry.

II.3. Link to Exact People

II.3.1. In order to conclude the agreement related to Link to Exact People, the User shall be obliged to:

a) provide the telephone number;

b) accept Privacy Policy and Terms and Conditions;

c) click the button "Send."

II.3.2. Provision by the User of the telephone number for the purpose of using the service of Link to Exact People shall be deemed to be giving consent to commercial and marketing information to be sent by electronic means within the meaning of the Polish Act of 18 July 2002 on services rendered by electronic means (Journal of Laws of 2019, item 123 as amended) and giving consent by the User to the use by the Controller of telecommunication devices for the purpose of direct marketing of products and services of the Controller and providing the User with commercial information in accordance with art. 172 par. 1 of the Telecommunication Law (Journal of Laws of 2018, item 1954 as amended).

II.3.3. After the agreement related to Link to Exact People has been concluded, the Service Provider shall send the User to the given telephone number link to [www.exactpeople.com](http://www.exactpeople.com) from which the User can download Exact People application. If after sending the first message the User fails to click the link, the message shall be sent once again within 3 days of concluding the agreement related to Link to Exact People.

II.3.4. The agreement related to Link to Exact People shall be concluded for a specified period of time from the moment of confirming the agreement by clicking the button "Send" until the moment of clicking the said link or, in case the link has not

been clicked, within 3 days of the date of concluding the agreement related to Link to Exact People until the moment of sending a reminder referred to in clause 2.4.3.

#### II.4. Newsletter

II.4.1. In order to conclude the agreement related to Newsletter, the User shall be obliged to:

- a) provide e-mail address;
- b) accept Privacy Policy and Terms and Conditions;
- c) click the button confirming subscription;
- d) get the e-mail send to the address provide by the User containing the activation link;
- e) confirm subscription for Newsletter by clicking the activation link (the so-called double opt-in) – it is tantamount to giving consent to the conclusion of the agreement.

II.4.2. Failure to click the link referred to in par. 2.5.1. letter e) above within 30 days causes its deactivation. Then all the information provided by the User, including its Personal Data, shall not be subject to further processing and shall be erased.

II.4.3. Provision by the User of the e-mail address for the purpose of receiving the Newsletter shall be deemed to be giving consent to commercial and marketing information to be sent by electronic means within the meaning of the Act of 18 July 2002 on services rendered by electronic means (Journal of Laws of 2019, item 123 as amended) and giving consent by the User to the use by the Controller of telecommunication devices for the purpose of direct marketing of products and services of the Controller and providing the User with commercial information in accordance with art. 172 par. 1 of the Telecommunication Law (Journal of Laws of 2018, item 1954 as amended).

II.4.4. The agreement related to Newsletter shall be concluded for an unspecified period after clicking the activation link received in accordance with par. 2.5.1 letter g) above.

II.4.5. The User shall be authorised to terminate the agreement related to Newsletter at any time by unsubscribing from the list of the Service Provider by clicking the deactivation link available in the Newsletter and confirm resignation from the Newsletter. Termination of the agreement shall also be available in other manner established between the User and the Service Provider.

3. When can the agreement be concluded, and are the Services rendered against payment?

III.1. The User can conclude all the agreements related to services at any time.

III.2. All Services available as part of the Service are free of charge.

4. What technical requirements have to be met by the User in order to use Services offered as part of the Service?

4.1. The following items are required for the User to use selected Services:

- a) electronic equipment;
- b) connection with the Internet;

- c) Internet browser;
- d) other software required to use selected Services.

4.2. Access to and the use of the Service shall be possible with the use of Internet browsers, i.e. Microsoft Internet Explorer 8.0 or higher, Mozilla Firefox 20.X or higher, Apple Safari 4.X (only version for MacOS) or higher and Google Chrome 23.X (only version for MS Windows) or higher. In order to display the content of the Service it is also necessary to enable Cookies. It is recommended that before using the Service the User check whether its hardware meets technical requirements specified in these Terms and Conditions.

4.3. The Service Provider shall make every effort to enable the User to use the Service in all popular Internet browsers, operating systems, types of computer and types of Internet connection. However, the Service Provider shall not guarantee and shall not ensure that the Service or its individual elements can be used with each combination of these elements.

4.4. The use of the Service and the Services may involve typical risk connected with the use of the Internet, therefore, the Service Provider shall advise using antivirus programmes recommended for a given type of software.

## 5. Rights and obligations of the User

5.1. Service Users shall be obliged to observe applicable laws and the provisions of Terms and Conditions as well as the principles of community life and good practice.

5.2. The Users are not allowed to provide illegal content.

5.3. The Service provider shall not give consent to the User to transfer rights connected with the use of the Service and/or Services to third parties.

5.4. The User shall be obliged to observe applicable laws and to respect personal interest and intellectual property rights of the Service Provider, employees and partners of the Service Provider, Partners, other Users and third parties. The User shall not put in the Service materials or content that violate the law, breach personal interest or property rights of persons listed above or rights to intangible property of the aforementioned persons.

5.5. The User shall be obliged to use the Service and Services for what they are intended and to refrain from any activity that could disturb their proper functioning. Such activity includes in particular:

- a) putting and distributing any materials containing viruses, malware, computer worms, Trojan horses, malicious code, or any other means that may damage the Service;
- b) automated use of the Service,
- c) attempts to get access to the elements of the Services that are not public,
- d) hindering or preventing the use of the Service and/or Services of the Service Provider, Partners or other Users,

e) putting materials that have not been accepted by the Service Provider, especially advertisements and promotional materials of Users and other entities.

5.6. The Service Provider shall take actions on a regular basis in order to ensure proper operation of the Service and Services. In case of any defects in the operation or technical problems connected with the use, the User can notify the Service Provider about them with the use of contact tools available in the Service. The Service Provider shall take actions the aim of which is to restore proper operation of the Service and Services.

5.7. The Service Provider reserves the right to temporarily block access to the Service or Services for the purpose of checking, maintenance, update or repair. The Service Provider shall notify of the access to the Service or Services having been blocked by way of a relevant announcement in the Service, unless such information can be added for technical reasons. The Users shall have no right to claim damages connected with the Service and Service being temporarily unavailable.

5.8. The Service Provider reserves the right to provide commercial and marketing information in the Service related to the activity of the Service Provider or Partners.

5.9. It is unacceptable for the User to send unwanted or threatening messages to other Users, the Service Provider, its employees or partners. Spam or false messages shall be reported to the Service Provider forthwith.

## 6. Complaint procedure

6.1. If the User intends to lodge a complaint, it shall contact the Service Provider using the contact form available in the Service or by sending an e-mail to the following address: [office@exactsystems.com](mailto:office@exactsystems.com).

6.2. Properly lodged complaint shall include at least:

- a) name and surname,
- b) e-mail address,
- c) the object of the complaint,
- d) circumstances justifying the complaint.

6.3. Complaints that do not contain the aforementioned data shall not be investigated by the Service Provider.

6.4. The Service Provider shall investigate the complaint immediately, not later than within 14 calendar days of submitting it.

6.5. The Service provider reserves the right to extend the time limit provided in clause 6.4. above by no more than 10 days if investigation of a given complaint involves untypical and special actions and arrangements or when the Service Provider faces any obstacles not attributable to the Service Provider (breakdown of hardware, Internet network etc.). Moreover, the Service Provider stipulates that investigation of the complaint may involve

additional explanations to be provided by the User – each time the time for providing explanations by the User shall extend the period of investigating the complaint.

6.6. Decision arising out of the investigation of the complaint shall be sent to the User to e-mail address provided by the User or with the use of tools available in the Service.

6.7. Lodging a complaint about the quality of rendered Service, the User shall be obliged to do so in compliance with good practice and observing personal interest of the Service Provider and other people.

## 7. Responsibility of the Service Provider

7.1. Responsibility of the Service Provider on account of non-performance or improper performance of Services as a result of the occurrence of force majeure shall be limited to actual losses documented by the User, with the exception of lost benefits.

7.2. The Service Provider shall not be held liable for:

- a) Interrupted operation of the Service or Services and improper performance of Services caused by force majeure or other factors not attributable to the Service provider;
- b) Consequences of the use of the User's data by third parties if they got the access to such data as a result of actions or omissions of the User;
- c) Damages caused by breach of the Terms and Conditions by the User;
- d) Consequences of improper use of Services by the User.

7.3. The Service Provider stipulates that all the content in the Service as well as the content provided as part of rendered Services are for informational or promotional purposes only and cannot be deemed to be legally binding between the Service Provider and the User, with the exception of Terms and Conditions, Privacy Policy and other content explicitly so providing.

## 8. Privacy and personal data protection

8.1. Each User shall have the right to privacy protection by the Service Provider.

8.2. The principles on processing of Users' personal data, shall be included in Privacy Policy.

8.3. In case of getting access to personal data the User shall not copy, distribute, modify or disseminate them, unless it has obtained an explicit legal basis to do so.

8.4. In case of getting access to personal data the User shall be obliged to counteract situations that could result in disclosure of personal data to unauthorised entities, immediately notify the Service Provider of such access and provide all information held, necessary to take actions blocking unauthorised access to data.

## 9. Intellectual property

9.1. Proprietary copyrights to the Service, logotypes, graphics and Materials put in the Service or Service, including the Newsletter and in messages sent to the user by the Service Provider or entities acting upon its order or with its consent, and to the



arrangement and composition of such elements shall be vested with the Service Provider and Partners.

- 9.2. The User shall not be authorised to copy, disseminate, reproduce, translate, adjust or modify any Materials or their fragments put in the Service or Services by the Service Provider or persons acting upon its order or with its consent, or placed in messages sent to the User.
- 9.3. The User shall be fully responsible for breach of proprietary copyrights vested with the Service Provider, Partners and other entities.
- 9.4. The User shall be obliged to keep confidential all the information obtained from the Service Provider or other entities as part of the Service or Services, with the exception of the information which:
  - a) has been made public by the Service Provider or a person acting with its explicit consent,
  - b) has been made available after obtaining an explicit written or electronic consent of the Service Provider.

#### **IV. Final provisions**

1. These Terms and Conditions shall become effective as of 01.02.2020.
2. The Service Provider reserves the right to change these Terms and Conditions at any time. Any changes shall become effective at the moment of being published in the Service, with the reservation that agreements with the Service Provider that became effective before such changes shall continue to be performed in accordance with the existing principles, unless the Service provider agrees to accept new solutions.
3. Changes in these Terms and Conditions may be necessary in the event of the following circumstances:
  - a. Amendments to the applicable laws;
  - b. Obligation arising out of the legally valid court ruling or decision of administration bodies;
  - c. Changes in the Service or Services for security reasons;
  - d. Changes in the operation of the Service or Services, including technical and technological progress, organisational changes of the Service Provider or changes in the infrastructure used for the needs of the Service or Services.
4. The User shall be notified of changes in the content of Terms and Conditions or of abandonment of a given Service via e-mail or by putting relevant information in the Service.
5. In the case of planned closure of the Service or Service the Users shall be notified of such fact via e-mail or by putting relevant information in the Service.
6. Any disputes shall be settled in accordance with the Dutch law.
7. The provisions of the applicable Dutch laws shall be applied in issues not governed by these Terms and Conditions.

8. The choice of foreign law does not, however, deprive consumers, who are concluding contracts for the provision of services available on the Website, of their rights arising from the mandatory provisions of the law of the country of their permanent residence.