



Terms and Conditions of Services for CHAMP Candidates
dated 01.02.2024

DEFINITION

Service Provider / Compono - Compono Solutions sp. z o.o. with its registered office in Łódź (90-057), ul. Sienkiewicza 85/87 lok 8, entered into the Register of Entrepreneurs of the National Court Register kept by the Łódź Śródmieście District Court in Łódź, XX Commercial Division of the National Court Register under KRS number: 0001037656, having the Tax Identification Number (NIP): 7282873434, REGON: 525367642, with share capital of: 10,000.00 PLN.

Data controller - the Service Provider in the context of personal data processing.

Civil Code - the Act of April 23, 1964 Civil Code (i.e. Journal of Laws 2023, item 1610).

Act on Providing Services by Electronic Means - the Act of July 18, 2002 on Providing Services by Electronic Means (i.e. Journal of Laws of 2020, item 344).

Registration form - a form filled out by a Unlogged User, used to establish a User Account.

Competency Test - a test to assess the competence of the User allowing the User to be presented with the best-fitting Job Advertisements.

Client - a legal person, an organizational unit without legal personality, which is granted legal capacity by the Act, as well as a natural person running a business, who is a client of Compono and has placed an Advertisement on the Site;

Job Announcement - a job advertisement published by the Client on the Site;

User Account - a set of functionalities and settings of the Service assigned to a given User as a result of registration, where data about the User is collected and stored;

Privacy Policy - means the Service's Privacy Policy available at www.champyourlife.com/polityka-prywatnosci/en/.

Terms and Conditions - means these Terms and Conditions for the provision of electronic services.

Site - means the website operated by Compono at www.champyourlife.com.

Agreement - agreement for the provision of Services concluded between the Service Provider and the User.

Services - the services provided electronically within the meaning of the Act on Providing Services Electronically by the Service Provider to the User, as defined in Section 4. of the Regulations;

User - means an adult natural person who uses the Services provided via the Website through an Account established therein;

Non-logged-in User - a User who does not have a User Account or who uses the Website without logging into a User Account

GENERAL PROVISIONS

1. The Regulations set forth the terms and conditions for the provision of Services in accordance with the Act on Providing Services by Electronic Means, through the Site, in particular:
 - a. the rights and obligations of the Service Provider, the Client, the User and the non-logged-in User;
 - b. the rules for excluding the Service Provider's liability for providing the Services;
2. The Service Provider shall make the Terms and Conditions available free of charge on the Site to the User and Non-logged-in User prior to the conclusion of the contract for the provision of Services.
3. The Service Provider shall, each time at the request of the User, in a manner that allows the acquisition, reproduction and recording of the content of the Terms and Conditions by means of a system used by the User.
4. The Service Provider shall provide Services in accordance with the Terms and Conditions.
5. In order to start using the Services provided by the Service Provider, the User must accept the Terms and Conditions and the Privacy Policy.
6. In order to use the Site and the Services provided through it, a computer or other device (smartphone, tablet) with access to the Internet and a web browser capable of displaying HTML documents is required, while the browser should accept cookies, an active electronic mail (e-mail) account and a phone with an active number and SMS service.
7. The Service Provider shall enable the use of the Site in a manner that prevents unauthorized access to data collected on the Website, in particular access to the Services and User Accounts, using adequate cryptographic techniques appropriate to the characteristics of the Services provided.

REGISTRATION AND ACCOUNT

1. The Service Provider allows Users to use the following Services through the Site:
 - a. To view content posted on the Site, including Job Announcement;
 - b. Enabling the completion of a Competency Test;
 - c. Enabling application for Job Advertisements;
 - d. Registering a User Account;
 - e. Access to the User Account;
 - f. Using the functionality of the User Account.
2. A non-logged-in User may only use to view content posted on the Site, including Job Announcement.
3. The Service Agreement with a non-logged-in User is concluded when the User begins to use the Services provided through the Site that do not require the creation of a User Account.
4. Proper completion of the Registration Form consists of providing:
 - a. the User's e-mail address;
 - b. the User's telephone number used to activate the User Account;
 - c. after verification of the User's number setting the password to the User Account;
 - d. accepting the Terms and Conditions and Privacy Policy.
5. After entering the code sent to the User's phone number in the Service, the User is registered and the Agreement is concluded.
6. The activation code is valid within 24 hours from the day it is sent. The Account is established when the code is confirmed on the Site.
7. The User is obliged not to disclose the password for access to the Account to any third party and is solely responsible for damages caused by such disclosure.
8. Activation of the User Account means completion of the registration process. Upon activation of the User's Account, a contract for the provision of services by electronic means under the conditions specified in the Regulations is concluded between the User and the Service Provider.
9. By completing and sending the Registration form to the Service Provider, the User declares that:
 - a. the data provided therein are complete, consistent with the facts, and do not violate any rights of third parties,
 - b. he/she is of age and entitled to conclude a contract for the provision of Services.
10. The User may have only one Account assigned to a given e-mail address.
11. The Service Provider sends an email to the email address provided during registration containing the information required by Article 13 of the GDPR.

12. The User may, through the functionalities available on the Site, supplement his Account with data and information, including:
 - a. name and surname;
 - b. contact information;
 - c. professional experience;
 - d. education and history of courses, training, etc. received;
13. When publishing information on the Website, the User acknowledges that he is fully responsible for its content, including its compliance with the Terms of Service and generally applicable laws.
14. The User may delete the User Account at any time by contacting the Service Provider via email sent to support@chamyourlife.com. Deletion of the User Account will take place within 5 working days from the date of the relevant instruction.
15. Removal of the User's Account does not affect the applications submitted in response to the User's Job Announcement.
16. The Service Provider may refuse to create an Account, block or delete an existing Account if:
 - a. its name is already used within the Service or the Service Provider acquires reasonable, credible information that the name of the Account is contrary to the law, good morals, violates the personal rights of third parties or the legitimate interests of the Service Provider;
 - b. The User commits any copying, modification, distribution, transmission, or other use of any works and databases made available on the Site, except for use within the framework of permitted use;
 - c. The User takes any action that may impede or interfere with the functioning of the Site and the use of the Site in a manner that is disruptive to the Service Provider or other Users or Non-logged-in Users,
 - d. The User uses the functionalities of the Site in a manner contrary to the law, and morality, violating the personal rights of third parties or the legitimate interests of the Service Provider.
17. The Service Provider may delete the Account if the User does not log in to the Account for at least 3 months. The Service Provider will inform the User about the planned deletion of the Account 14 days before the deletion via an e-mail sent to the e-mail address provided when creating the Account on the Site.
18. The Agreement is concluded for an indefinite period of time.

RIGHTS AND OBLIGATIONS

1. The Service Provider undertakes to begin providing the Services selected by the User immediately after registration, and to the non-logged-in User immediately after starting to use the Site.
2. The Service Provider undertakes to provide the Services continuously and without interruption, subject to the following paragraphs.
3. The Service Provider reserves the right to:
 - a. temporarily stop providing the Services due to maintenance activities or related to modification of the Services;
 - b. send messages containing information on technical, legal, or job advertisements to which the User has responded using the functionalities of the Site and other information related to the operation of the Services;
 - c. refuse to provide the Services if the User or a Non-logged-in User violates the Terms and Conditions,
 - d. any modification of the Services provided, the tools, and the manner of operation of the Sites by amending the Terms and Conditions.
4. The Service Provider will, to the extent possible, inform Users in advance through messages on the Site or by e-mail about planned interruptions in the provision of Services.
5. In the event of a failure or other disruption in the operation of the Site, preventing the use of certain Services or impeding such use, the Service Provider shall immediately take all measures to rectify such failure or disruption.
6. The Service Provider reserves the right to discontinue the provision of Services, delete any data of the User or Non-logged-in User, and take any other legally permissible actions related to the Site, for which the User or Non-logged-in User will not have any claims against the Service Provider.

7. As part of the Services provided, the User may take a Competency Test on the Site after logging in through his/her Account. The Competency Test may require the User to turn on the camera and microphone on the device used by the User.
8. As part of the Services provided, the User or a Non-logged-in User has the ability to search and browse Job Announcements published on the Site according to the criteria provided.
9. As part of the Services provided, the User, after logging in to his/her User Account, may apply for a Job Announcement posted on the Site through [to be described] using his/her User Account.
10. The User will receive confirmation of the application for a Job Announcement via an email sent to the email address indicated in the application form or assigned to the User Account.
11. The User has the ability to manage the Services through the Account.
12. The User and the Non-logged-in User are obliged to immediately notify the Service Provider of known cases of violation of the Terms and Conditions and the unlawful nature of the content published on the Site, which may violate or infringe on the personal rights of Users or third parties or bear the characteristics of abuse (inciting hatred, violating generally accepted social norms and/or laws). The Service Provider, upon receipt of such notification, will take the actions provided by law, including immediately preventing access to certain data, information, or activities.

RESPONSIBILITY

1. The Service Provider is not responsible for the content of published Job Announcements. The Client is responsible for the content of Job Announcements published on the Site.
2. The Client may make changes to Job Announcements at any time including after the User has sent an application. The Service Provider is not responsible for the Client's actions.
3. The Service Provider does not guarantee the User that the Client will respond to the User's application or contact the User.
4. The Service Provider shall not be liable to the User and Non-logged-in User who violate the Terms and Conditions for any damage caused by the discontinuation of the Services to them, including by the removal of the Account.
5. In addition, the Service Provider shall not be liable for:
 - a. damages caused to third parties as a result of the User and Non-logged-in User's use of the Services in a manner contrary to the Terms and Conditions or the law;
 - b. content made available by the User as a result of using the Services, which content violates the law or the rights of third parties;
 - c. the information posted on the Site for the publication of which any third party other than the Service Provider is responsible;
 - d. loss of data by the User and non-logged-in User caused by external factors (e.g. equipment failure) or other circumstances beyond the Service Provider's control (action of third parties), including those culpable by the User and Non-logged-in User;
 - e. damages resulting from the lack of continuity of the provision of Services, resulting from circumstances for which the Service Provider is not responsible (force majeure, acts and omissions of third parties, etc.),
 - f. Provision of false, outdated, or incomplete data or information by the User and Non-logged-in User,
 - g. failure of the User and non-logged-in User to comply with the provisions of the Terms and Conditions.
6. The Service Provider who has received an official notice or credible information about the unlawful nature of the data used by the User in the use of the Site and has prevented access to such data or information, shall not be liable to them for the resulting damage.

COMPLAINTS

1. The User and the User who is not logged in may file complaints about the functioning of the Service at any time.
2. Complaints can be reported by sending a message to the email address: [email].
3. Complaints will be considered within 21 days from the date of receipt of a valid complaint by the Service Provider.

4. A properly submitted complaint should contain at least the following data:
 - a. designation of the User or Non-logged-in User (name, surname, e-mail address),
 - b. the subject of the complaint,
 - c. circumstances justifying the complaint.
5. The User will receive information about the manner of processing the complaint by electronic correspondence, to the e-mail address from which the complaint was sent, unless the User indicates a different method of communication in the content of the complaint.
6. A complaint considered in accordance with the provisions of the Regulations is not subject to further or repeated consideration.

RIGHT TO TERMINATE OR WITHDRAW FROM THE CONTRACT

1. The Agreement may be terminated by any of the parties: the Service Provider and the User and the Non-logged-in User.
2. At any time during the use of the Services, the User has the right to terminate the Agreement by submitting an instruction to delete the Account and the User who is not logged in by ceasing to use the Services.
3. The Service Provider has the right to terminate the Agreement immediately, including deletion of the User's Account in the situations described in pt. II. Sec. 16 and in the following cases:
 - a. deletion by the User of the e-mail address that was used to establish the Account;
 - b. the Service Provider becoming aware of the impossibility of directing further correspondence to the User's e-mail box, which would result in the inability to continue providing the Services.
4. The Service Provider will inform the User about the termination of the Agreement within X business days from the date of termination.
5. The Service Provider reserves the right to refuse to provide Services to the User if the Account has been established once again using the same e-mail address or telephone number after the Account has been deleted by the Service Provider, resulting from a violation of the Terms and Conditions.
6. The User has the right to withdraw from the Agreement within 14 days without giving any reason. The period for withdrawal from the Agreement expires after 14 days from the date of conclusion of the Agreement.
7. In order to exercise the right to withdraw from the Agreement, the User should inform the Service Provider of his/her decision by an unequivocal statement.
8. The statement of withdrawal should be sent in documentary form (in the form of an e-mail message) to: [address].
9. In order to meet the deadline for withdrawal from the Agreement, it is sufficient to send information on the exercise of the right of withdrawal before the expiration of the deadline for withdrawal from the Agreement.

PROTECTION OF PERSONAL DATA

1. The Service Provider shall process data in accordance with the provisions of the law, including in particular the GDPR.
2. Detailed rules for the processing of personal data and the protection of Users' privacy are set forth in the Privacy Policy.

FINAL PROVISIONS

1. The Terms and Conditions shall come into force on February 1, 2024.
2. The Terms and Conditions are valid indefinitely.
3. The Terms and Conditions may be amended. The Service Provider reserves the right to amend the Terms and Conditions for the following reasons:
 - a. if the amendment of the Terms and Conditions is necessary due to a change in the provisions of generally applicable law,
 - b. implementation of an obligation arising from a final court decision or a decision of administrative authorities,

- c. changes resulting from security reasons, including those aimed at preventing the use of the Service, in a manner contrary to the law or the Regulations,
 - d. introduction of significant changes in the functioning of the Site and any of the Services, including those related to technical or technological progress, including changes in the Service Provider's systems.
4. Each User will be notified of changes to the Terms and Conditions via an e-mail sent to the e-mail address indicated by the User, which will contain a link to the amended Terms and Conditions, and via a message posted on the Site.
5. Amendments to the Terms and Conditions shall become effective no less than 7 days after the amended Terms and Conditions are made available on the Site.
6. Acceptance of changes to the Terms and Conditions takes place by continuing to use the Service after the effective date of changes to the Terms and Conditions, with the proviso that the existing provisions of the Terms and Conditions shall apply to Agreements concluded before the effective date of changes to the Terms and Conditions.
7. The User may, at any time, access the current version of these Terms and Conditions through a bookmark placed on the Site in a manner that makes it possible to acquire, reproduce and record the contents of the Regulations by means of a data communications system used by the User, including making printouts.
8. Any use by anyone, without the express written consent of the Service Provider, of any of the elements comprising the content and contents of the Site shall constitute an infringement of copyright and sui generis right to databases vested in the Service Provider and shall result in civil and criminal liability. In particular, automatic downloading by anyone without the Service Provider's express written consent of the data contained in the Site is prohibited.
9. Matters not covered by these Terms and Conditions shall be governed by generally applicable provisions of Polish law, and in particular the Civil Code and the Act on Electronic Provision of Services.
10. Notwithstanding the provisions of the Terms and Conditions, the User and the Non-logged-in User can use out-of-court procedures for handling complaints and pursuing claims. The relevant procedures in this regard are available, among others, at the Office of Competition and Consumer Protection and at www.uokik.gov.pl.