

Terms and Conditions for the use of FILTTR Portal and mobile application for users**Article 1. GENERAL PROVISIONS**

1. These Terms and Conditions govern the use of the IT solution under the name "FILTTR", with the use Internet website available at www.filtr.pl and mobile application provided by Asistera Poland sp. z o. o. with its registered office in Warsaw (00-695) at ul. Nowogrodzka 50/515, entered in the register of enterprises of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division under KRS No. 0000481625, tax identification number (NIP) 7010400437, share capital of PLN 5,000.
2. The expressions below have the following meaning (references to the expressions in the singular form concern also the expressions in the plural and vice versa):
 - 2.1. **Service Provider** - Asistera Poland sp. z o. o. with its registered office in Warsaw (00-695) at ul. Nowogrodzka 50/515, entered in the register of enterprises of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division under KRS No. 0000481625, tax identification number (NIP) 7010400437, share capital of PLN 5,000. Contact data of the Service Provider: tel. +22 53 90 888, email: hello@filtr.pl;
 - 2.2. **Customer** – an entrepreneur within the meaning of the Civil Code, i.e. natural persons, legal persons and organisational units that are not legal persons which have been granted legal capacity by virtue of the law, conducting business and professional activity on their own behalf, which entered into FILTTR Portal User Agreement in the scope of looking for candidates/provision of services and presenting Offers to selected Users;
 - 2.3. **Portal** – an IT solution under the name "FILTTR" with the use of the Internet website available at www.filtr.pl, containing updated and developed personal data file of the Users by means of which Services are provided;
 - 2.4. **Application**– part of the System installed on a mobile device of the User;
 - 2.5. **System** – Portal and Application jointly;
 - 2.6. **Offer** – job advertisement with a short description of the job position, presented by the System to selected Users. Description of the position does not constitute an offer within the meaning of the civil Code; Offers are presented to Specialists who fulfil the criteria specified in the Offer;
 - 2.7. **Terms & Conditions** - these terms and conditions which govern the provision of services by electronic means within the meaning of Article 8 (1)(1) of the Act of 18 July 2002 , on Provision of Services by Electronic Means (Journal of Laws of 2013, No. 144, item 1422, as amended);
 - 2.8. **User** - a natural person who performed Registration;
 - 2.9. **Registration** – setting up an account on the Portal or in the Application and approval of the Terms & Conditions by the User;
 - 2.10. **Services** – services described in detail in Appendix no. 1 to the Terms & Conditions;
 - 2.11. **Programme** – incentive programme for the Users the rules of which are specified in detail in Appendix no. 3 to the Terms & Conditions;
 - 2.12. **Reward** – financial gratification, whose amount and rules of granting are governed by the rules of the Programme specified in Appendix no. 3 to the Terms & Conditions;
 - 2.13. **Recommended Person** – the person who received the Referral sent by the Recommending Person in the manner specified in Appendix no. 3;
 - 2.14. **Recommending Person** – the User who made the Referral;
 - 2.15. **Programme Participant** – the User, the Recommended Person, the Recommending Person;

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- 2.16. **Referral** – sending s link to the Offer generated by the System to the email address of the Recommended Person.
3. The provisions of the Terms & Conditions specify the rights and obligations of the Service Provider and the User in connection with the provision of the Services by the Service Provider for the benefit of the User.
4. The Service Provider provides the Terms & Conditions to the Users free of charge before entering into the agreement on provision of the Services.

Article 2. REGISTRATION

1. Access to the services is granted upon Registration by the User.
2. While registering the User represents that:
 - 2.1. The data provided are complete, true and consistent with the facts;
 - 2.2. is an adult and entitled to enter into an agreement on provision of Services;
 - 2.3. The data provided by him/her do not infringe on the rights of third parties;
 - 2.4. Familiarised himself/herself with the Terms & Conditions and undertakes to comply with them.
3. Registration is necessary to obtain access to all the functionalities of the System.
4. Registration on the Portal occurs by providing an email address with the name, professional profile and phone number. Registration in the Application takes place by providing an email address and phone number or by logging through one of the social media websites (Facebook, Google or LinkedIn – only on the Portal) into an account on such social media website. Registration requires providing information about the User and about the User's professional profile. Registration with the use of LinkedIn social media allows for using the information contained in the social media account to set up the User's account on the Portal or in the Application such as: id, name, public profile, email, date of birth, skills to which the User grants his/her consent. Registration with the use of Facebook allows using the following information contained in the social media account to set up the User's account on the Portal or in the Application: name, email, to which the User grants his/her consent. Registration with the use of Google allows using the following information contained in the social media account to set up the User's account on the Portal or in the Application: name, email, to which the User grants his/her consent.
5. The rules of using the account registered in the social media website are governed by separate rules of that social media website. The Service Provider does not have any influence on the content, rules or information published on the social media website.

Article 3. USER ACCOUNT

1. The Service Provider will set up an account for the User upon correct registration.
2. The User obtains access to the account with the use of login and password. Password to the application is sent to the User by email. The User undertakes to change it within 24h from receipt of the message, however, no later than at the time of the first logging.
3. The User is liable for the damage caused by providing to or using by third parties of the login or password created on the Portal or in the Application made available by the User to those persons, under the general rules provided for in the Civil Code.
4. The User accepts the fact that it is necessary to have an up to date, active email address to use the Portal or the Application. The address is provided by the User during the Registration or obtained by the Service Provider via the social media website.
5. The User's email address is connected with his/her account as part of the System, is necessary for the User's identification and will be used for correspondence relating to providing Services.

Article 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The Service Provider undertakes to provide Services on a permanent and uninterrupted basis.
2. The User has a right to independently with the use of the forms available on the Portal and in the Application include information, other data and documents concerning his/her professional profile, which should be consistent with the generally applicable laws, the Terms & Conditions, good practice and shall not infringe on the rights of third parties on the Portal and in the Application.
3. It is not allowed to use the Services for the purposes violating the applicable provisions of law.
4. The services are provided by the Service Provider for the benefit of the User free of charge.
5. The Service Provider undertakes to activate the provided Services forthwith, however no later than within 3 (three) business days from the time of the Registration.
6. It is prohibited to copy the materials included in the system, as well as their dissemination in any form without the express consent of the Service Provider, except for the materials included in the System by the User.
7. The User has a right to manage the Services by changing the information included in the system and the settings of the preferences in the Application.
8. The Service Provider organises additional Programmes the rules of which are specified in Appendix no. 3 to the Terms & Conditions.
9. Each Programme lasts for an indefinite period of time. The Service Provider may terminate the Programme with a two-week notice, of which it informs via the Application or Portal or electronic mail. Termination of the Programme does not affect the rights acquired by the Programme Participants, and in particular the right to the reward obtained prior to the end of the Programme.
10. Any matters relating to implementation of the Programme should be sent to hello@filtr.pl
11. In the case when:
 - 11.1 The Programme Participant violates the applicable provisions of law, provisions of the Terms & Conditions, good practice or rights of third parties
 - 11.2 The Programme Participant posts information inconsistent with the applicable provisions of law or good practice in the Application or on the Portal;
 - 11.3 The Programme Participant uses the Portal or Application for the needs contrary to its purposes;
 - 11.4 uses the Portal or the Application to publish advertisements or commercial information;
 - 11.5 uses the Portal or the Application to the detriment of third parties;
 - 11.6 The Programme Participant provides untrue data;

The Service Provider reserves the right to exclude the Programme Participant from the Programme and deprive him/her of the right to the Rewards and demanding their return if it turns out that the Participant obtained the right to the Rewards despite occurrence of the circumstances referred to above. The Service Provider will first ask the Programme Participant to explain the circumstances specified above.

Article 5. TECHNICAL REQUIREMENTS

1. The Service Provider has a right:
 - 1.1. to periodically discontinue provision of the Services due to maintenance activities or modernisation of the Portal or Application;
 - 1.2. To send technical information related to functioning of the Portal and Application and information about new services to the email address of the Users (provided that the Users grant relevant consent to receiving notifications of such services).

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2. Technical requirements necessary to use the Portal:
 - 2.1. Personal computers connected to the Internet network;
 - 2.2. Internet browser allowing the display of HTML documents on the screen;
 - 2.3. the browser should accept cookies.
3. Technical requirements necessary to use the Application:
 - 3.1. holding a relevant mobile device connected to the Internet network;
 - 3.2. correct installation of the Application in the memory of the device.
4. The Service Provider will make every effort to make it possible for the users of all types of mobile devices (tablet, smartphone) operating in the Android system in version from 4.1 and higher, IOS system, and from 4 higher and all types of Internet connections to use the Application and Portal. However, the Service Provider does not guarantee that each combination of those factors makes it possible to use the Application and Portal.
5. The Service Provider does not bear any liability for technical problems or technical limitations that occur in the mobile device (firewalls, blockades, incorrect versions of the multimedia file player, antivirus programmes and other), which make it possible to access the information contained in the Application or the Portal that occurred due to the reasons beyond its control.
6. The Service Provider is not the provider of the Internet. To use the Services the User himself/herself should obtain access to a workstation or end device by means of which it is possible to use the Services through the Portal and Application.
7. The Service Provider warns that using the Services may involve the standard risk connected with using the Internet and recommends taking relevant steps to mitigate it. The recommended means of protection to use the Services are specified in Article no. 1 to the Terms & Conditions.

Article 6. LIABILITY

1. The service Provider is not liable for the content of CV and other documents placed on the Portal and in the Application by the User.
2. The Service Provider is not liable for:
 - 2.1. damage caused by incorrect use of the Application or Portal by the User;
 - 2.2. providing untrue, not up-to-date or incomplete data or information by the Users;
 - 2.3. problems in the functioning of the Application or Portal if they occurred as a result of the events that the Service Provider by exercising due diligence was not able to predict or which it could not prevent and fortuitous events being force majeure;
 - 2.4. damage being a result of breaks in the provision of Services in the case of occurrence of the reasons beyond the control of the Service Provider;
 - 2.5. Loss of data caused by a failure of the User's equipment, system used by the User or other circumstances which arose due to the actions or omissions of the Service Provider or the entities for which it is liable.

Article 7. COMPLAINTS

1. Complaints concerning the Services should be sent to: hello@filttr.pl.
2. A complaint should contain the following data: name, email address and phone number of the person filing the complaint (providing the phone number is optional), as well as a precise description of and reason for the complaint. Providing data is voluntary, however, it is necessary for filing and handling the complaint.
3. Complaints will be handled forthwith upon their receipt, on a first come first served basis, within the period of no more 14 (fourteen) days from the date of receipt.

4. The person filing a complaint will be informed of the manner of handling the complaint to the email address provided in the complaint.

Article 8. PERSONAL DATA

1. The data controller is the Service Provider (Asistera Poland sp. z o. o. with its registered office in Warsaw (00-695) at ul. Nowogrodzka 50/515.), the personal data will be processed pursuant to Article 23(1)(5) of the Personal Data Protection Act of 29 August 1997 (i.e. Journal of Laws of 2016, item 922 as amended, the "UODO"), and from 25 May 2018 pursuant to Article 6(1)(f) of 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). The legally justified interest of the Controller should be understood as processing of data for the purposes connected with correct provision of Services and making it possible to use the System, and in particular: in connection with registration of the User account in the System, making it possible to report the interest in the Offer in order to take part on the recruitment processes carried out by the Customer, handle complaints, for technical and statistical purposes of the System, for the purposes of sending marketing information, if any (provided that the User grants his/her relevant, separate consent). In the case when the User grants a separate consent to sending marketing information, the personal data will be processed pursuant to 23(1)(1) of the Personal Data Protection Act of 29 August 1997 (i.e. Journal of Laws of 2016, item 922 as amended, the "UODO"), and from 25 May 2018 pursuant to Article 6(1)(a) of 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). In the case of processing of data on the basis of the consent, the User has a right to withdraw it at any time. Withdrawal of the consent will not have an impact on the lawfulness of the performed processing prior to its withdrawal. The personal data will be processed pursuant to Article 23(1) (3) of the UODO, and from 25 May 2018 pursuant to Article 6(1) (b) of the GDPR, i.e. for the performance of the agreement to which the person to whom the data refer is a party. The personal data of the user may be processed also for legally justified purposes of the Service Provider, namely profiling, aimed at automation of taking decisions concerning providing the User with job advertisements tailored to the User's professional profile. Such decisions are taken on the basis of the recruitment conducted with the use of electronic recruitment methods, i.e. with the use of the Portal and the Application where the User receives job offers tailored to his/her professional profile on the basis of the functionality of the Portal set forth in these Terms & Conditions as Parameterisation. The personal data will be disclosed to the following categories of recipients: The Customers within the meaning of Article 1(2.2), as well as the authorised employees or business partners of the Service Provider as well as the entities providing support to the Service Provider on the basis of the agreements concluded. The data will be processed also pursuant to Article 23(1) (2) (and from 25 May 2018 pursuant to Article 6 1(c) of the GDPR), whereas the legal obligation of the Controller arises from the Act on Provision of Services by Electronic Means.
2. The data are processed pursuant to Article 23(1)(1), (2), (3) and (5) of the UODO (and from 25 May 2018 pursuant to Article 6(1) (a), (b), (c) and (f) of the GDPR) and in the case of granting consent to the processing of data for marketing purposes by means of electronic communication, pursuant to Article 10(2) of the Act on Provision of Services by Electronic Means (Journal of Laws of 2016, item 1030, 1579 as amended), as well as pursuant to Article 172 of the Telecommunications Law (Journal of Law of 2004 no.171 item 1800)
3. The Service Provider appointed the Data Protection Officer (the "DPI") within the meaning of the UODO, from 25 May 2018 r. hereinafter referred to as the Data Protection Inspector to supervise

and implement the rules concerning personal data protection. The Data Protection Officer is Katarzyna Ułasiuk, whom you may contact at the following correspondence address: ul. Ludwika Narbutta 22 lok. 23, 02-541 Warsaw.

4. The personal data of the User are processed for the following purposes:
 - 4.1 recruitment purposes - will be stored until withdrawal of the granted consent to process the data for recruitment purposes, which takes place during providing the data for the first time;
 - 4.2 archiving purposes – will be stored for the period relevant for limitation of claims, i.e. 10 years

5. During registration the User may grant consent pursuant to Article 23(1)(1) of the UODO (and from 25 May 2018, pursuant to Article (1)(a) of the GDPR) to the processing of the personal data by the Service Provider for recruitment purposes, as well as consent to make his/her personal data to the Customer interested in the professional profile corresponding to the professional profile of the User, for the purposes of the recruitment processes carried out by the Customer, whereas the data may be made available outside of the European Economic Area, including in the countries that ensure relevant personal data level as in the European Economic Area, where the European Commission certified the proper level of such protection (Australia) or may not ensure such level of personal data protection as in the European Economic Area, where the European Commission did not certify the proper level of such protection (India). The personal data of the Customer are provided upon reporting by the User of his/her interest in the Customer's Offer. Granting the aforementioned consents is voluntary, however necessary to take part in the recruitment processes conducted via the System. In the case of providing the data of the Users to the Customers, the Customer becomes the recipient and a separate data controller of the Users who himself/herself is liable for their processing in accordance with the law for its own recruitment purposes.

6. Each User who granted consent to the processing of his/her personal data has a right to withdraw the consent at any time, without any impact on the lawfulness of the processing performed pursuant to the consent before its withdrawal.

7. Taking into account the nature of the activity pursued by the Service Provider and participation, by making the System available in providing the personal data of the User to the Customer only for the recruitment purposes and aiming at establishing cooperation following the completed recruitment process, the Service Provider informs that the personal data of the User who entered into cooperation agreement/employment contract with the Customer to whose offer the User responded, may be made available by the Customer to the Service Provider only to confirm establishment of cooperation and effecting of settlements between the Customer and the Service Provider, as well as determining the mutual rights and obligations of the Service Provider, the Customer or the User. The following personal data are made available: name of the User and information about the employment contract/cooperation agreement, information about termination of employment contract/cooperation agreement, amount of gross remuneration of the User and the date of completion of work/provision of services. The personal data are made available pursuant to Article 23(1) (5) of the UODO, i.e. for the legally justified purpose of the Customer and Service Provider (and from 25 May 2018 pursuant to Article 6 (1) (f) of the GDPR) understood as the aforementioned confirmation of establishment or termination of cooperation and effecting settlements between the Customer and the Service Provider, as well as determining the mutual rights and obligations of the Service Provider, the Customer or the User. The Service Provider may verify correctness of the data so received, by contacting the User to confirm whether they are true.

8. Each User has a right to access the data pertaining to him/her and correct them, delete them and limit their processing, as well as to transfer the data. Providing the data is voluntary, however, it

is necessary to pursue the objectives referred to in (1). Each User has a right to file a complaint with the Inspector General for the Protection of Personal Data (from 25 May 2018 referred to as the President of the Office for Personal Data) to an unlawful processing of personal data. The User has a right to file a request for ceasing the processing of personal data, as well as to object to the processing of his/her personal data.

9. The Service Provider represents that it applies technical and organisational means to protect the processing of personal data in line with Articles 36-39 of the UODO and fulfils the requirements specified in Article 39a of the UODO (from 25 May 2018 Articles 32-39 of the GDPR)
10. The Service Provider is not liable for any activities of the Customers connected with the content or scope of personal data of the Users and for the damage caused as a result of them to the Users, which are the activities performed by the Customer as a separate data controller.

Article 9. CONCLUSION AND TERMINATION OF AGREEMENT

1. The agreement on provision of the Service is concluded upon registration. The agreement on provision of Services is concluded for an indefinite period and may be terminated by each Party under the rules specified below.
2. Within a reasonable period of time upon conclusion of the agreement on provision of Services, however, before starting the provision of the Services, the Service Provider provides the User with confirmation of conclusion of the agreement on a durable medium.
3. The User may at any time terminate the agreement on provision of the Services specified in the Terms & Conditions by submitting a request to delete his/her account by the Service Provider.
4. The User may within 14 (fourteen) days from conclusion of the agreement on provision of the Services withdraw from it, without stating the reasons and bearing any costs on that account. Statement on the withdrawal shall be sent to the address of the Service Provider in writing. The statement may be submitted with the use of the form the template of which is attached as Appendix no. 2 to the Terms & Conditions.
5. The Service Provider reserved the right to terminate the agreement on provision of the Services with the User in the case of:
 - 5.1. violation of the applicable provisions of law, provisions of the Terms & Conditions, good practice or rights of third parties;
 - 5.2. placing unlawful information or information violating good practice in the Application or on the Portal or by the User
 - 5.3. Using the Portal or the Application for the needs contrary to their intended purposes by the User;
 - 5.4. use of the Portal or the Application to publish advertisements or commercial information;
 - 5.5. use of the Portal or the Application to the detriment of third parties;
 - 5.6. Providing untrue data by the User.
6. In the case when the agreement on provision of the Services is terminated by the Service Provider for the reasons referred to in (5) above, the User shall not register again without the prior consent of the Service Provider.

Article 10. FINAL PROVISIONS

1. The Service Provider reserves the right to amend the Terms & Conditions due to important reasons, and in particular: change of the generally applicable provisions of law applying to the Services provided by the Service Provider or to the Programme, material reservations of the Users to the Terms & Conditions. The amendments to the Terms & Conditions become effective after the lapse of 14 days from the publication, with the proviso that it shall not infringe on the rights acquired by the Participants. The Service Provider will inform of the amendments to the

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Terms & Conditions in a relevant announcement made in the System or by electronic mail. The User has a right to terminate the agreement on provision of the Services forthwith upon obtaining information of the amendments to the Terms & Conditions.

2. The Users may contact the Service Provider at the following address: 00-695 Warsaw, ul. Nowogrodzka 50/515, email: hello@filttr.pl, phone: +22 53 90 888, with the proviso that in matters relating to complaints the correct address is the one referred to in Article 7(1) of the Terms & Conditions. The charge for the phone call made to the phone number specified above is not higher than the charge for a standard phone call, in accordance with the tariff plan of the service provider used by the User.
3. Any disputes that may arise between the Service Provider and the User shall be resolved by the Polish court of general jurisdiction. The User may use the out of the court ways of handling complaints and pursuing claims. The information is available at: https://www.uokik.gov.pl/sprawy_indywidualne.php
4. Appendices:
 - 4.1. Appendix no. 1 – Scope of Services;
 - 4.2. Appendix no. 2 – Withdrawal from the agreement on provision of the Services;
 - 4.3. Appendix no. 3 – Programme Rules;form an integral part of the Terms & Conditions.
5. The Terms & Conditions enter into force as of 29 March 2018.

Appendix no. 1 to the Terms & Conditions – Scope of Services**List of the Application functionalities:**

- **Registration;**
- **Logging;**
- **Parameterisation;**
- **Approving and rejecting the recommended offers**
- **Review of Offers;**
- **Referral;**

List of the Portal functionalities:

- **Downloading the Application (link to a store);**
- **Registration;**
- **Logging;**
- **Parameterisation;**
- **Approving and rejecting the recommended offers**
- **Access to demo version;**
- **Review of Offers;**
- **Referral;**

I. List of the Application functionalities – detailed description:**Registration;**

It allows setting up an account in the mobile application. The User may perform the registration in a number of ways:

- Facebook, (in the case of the Portal), Google – by providing the login and password to an account on Facebook, Google or Upon their correct entry and logging the User is redirected to a form concerning professional experience (required job positions, competence and period of employment in any of them) and Registration in the Application;
- By email – by providing email address, phone number and completing the form concerning the professional experience (required job positions, competence and period of employment in each of them), knowledge of languages and availability. Upon their provision an email with an activation link is sent to the email provided by the User. Upon clicking on the link, the account is activated. In addition, the email contains a password, automatically assigned by the system in case the User logs off the Application.

Logging

It allows logging into the mobile application to an account registered previously.

Parameterisation (Profiling)

The functionality allows the Users to specify their personal preferences. They have an impact on the Offers sent to the User. The User may set up the following preferences:

- ✓ Location of the present place of work;
- ✓ willingness to perform remote work;
- ✓ willingness to change the place of residence in Poland;
- ✓ willingness to change the place of residence abroad;
- ✓ willingness to travel;

- ✓ The range of the expected net remuneration.

Moreover, it allows the User to personalise his/her profile. The User may edit the form concerning the professional experience (position, IT competence and period of employment in each of them), knowledge of foreign languages and availability; provide his/her phone number for contacts following the approval of the Offer. Furthermore, the User may attach his/her LinkedIn account and send a CV. It may be downloaded through the email with a link to the site where the CV can be sent and directly from a phone. In addition, a photo from the menu may be added.

Response to the Offer sent

Each User may respond to the Offer sent to him/her. He may approve it or reject it. The approval takes place by means of an active button, and the rejection option is available in the details of the Offer (bucket icon). The offer may be swiped up & down.

Referral

Referrals made by the Offer System Users.

Review of Offers

The User may review all the Offers available in the system (which he/she did not receive himself/herself due to his/her professional profile). The offers have only one difference, namely, instead of the button Offer approval, there is the button used for recommending it. Furthermore, such Offers shall not be deleted, they disappear themselves at the time of their expiry.

II. List of the Portal functionalities – detailed description:**Downloading Application (link to a store)**

On the main page of the Portal there is a button redirecting to Google Play and AppStore and to a subpage where the Application may be downloaded.

Logging

It is possible to log into the Portal on the Service Provider page by means of the previously registered account.

Registration;

It allows setting up the User's account. The User may perform the registration in a number of ways:

- Facebook, LinkedIn and Google – by providing the login and password to an account on Facebook, Google or LinkedIn. Upon their correct entry and logging the User is redirected to a form concerning professional experience (required job positions, competence and period of employment in any of them);
- By email – by providing email address, phone number and completing the form concerning the professional experience (required job positions, competence and period of employment in each of them), knowledge of languages and availability.

Upon the provision of data an email with an activation link is sent to the email provided by the User. Upon clicking on the link, the account is activated. In addition, the email contains a password, automatically assigned by the system in case the User logs off the Portal.

Access to demo version;

A free demo version may be made available on the Customer's page where every interested person may check how the Offer creator works and looks.

Response to the Offer sent

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Each User may respond to the Offer sent. He/she may approve it or reject it. The approval takes place by means of an active button, and the rejection option is available in the details of the Offer ("not for me" option).

Review of Offers

The User may review all the Offers available in the system (which he/she did not receive himself/herself due to his/her professional profile). The offers have only one difference, namely, instead of the button Offer approval, there is the button used for recommending it. Furthermore, such Offers shall not be deleted, they disappear themselves at the time of their expiry.

Recommending

It offers the possibility of issuing recommendations by the Offer Users

III. Scope of license granted

1. The service Provider grants the User a license to use the Portal and the Application as well as the data collected in them (the "License"), in the following scope:
 - 1.1 Term of the License: The License is granted for unlimited period of time, however not extending the term of the agreement on provision of the Services; the License granted for the period exceeding five years is regarded, after the end of that period, as license granted for indefinite period of time.
 - 1.2 Type of license: non-exclusive, non-transferable, granted for an unlimited number of devices, in the territory of Poland (taking into account the extraterritorial nature of the Internet);
 - 1.3 The License is granted exclusively to the Customer and shall not be transferred to a third party or shared therewith in any other manner;
2. The license is granted in the following fields of exploitation:
 - 2.1 Activation of the Portal and Application, their display or use;
 - 2.2 Storing, displaying, loading, reviewing, data searching as part of using the Portal or the Application for own purposes;
 - 2.3 entering the data contained in the Portal and the Application to the memory of a computer or mobile device;
 - 2.4 sending data electronically.
3. Taking into account (2) above, without the prior written consent the User shall not have a right:
 - 3.1 to copy, reproduce the Portal or the Application in whole or in part, translate, adjust and modify;
 - 3.2 to decompilation and any other forms of reverse engineering, changing, making available source codes, breaking or changing access codes, providing the Portal or the Application to a third party on any account free of charge and for consideration;
 - 3.3 delete, hide or change the information on copyrights and other property rights displayed in the Portal or in the Application;
 - 3.4 Preparing studies of the data contained in the Portal or the Application and developing databases from the data contained in the Portal or the Application;
 - 3.5 copy the data contained in the Portal or the Application in any manner with the use of any technique.

IV. Recommended means of protection to use the Services:

1. Installation of antivirus software, firewall enabled;
2. Software update;
3. Not opening email attachments of unknown origin;
4. Reading application installation windows;
5. Regular scanning of the system with the use of antivirus software.

Appendix no. 2 to the Terms & Conditions

Withdrawal from the agreement on provision of the Services form

Addressee:

Asistera Poland sp. z o. o.

ul. Nowogrodzka 50/515

00-695 Warsaw

KRS: 000481625

Please be informed of my withdrawal from the agreement on the service provided electronically by Asistera Poland sp. z o.o. With its registered office in Warsaw with the use of the Portal and the Application.

Name: [.....]

Correspondence address, email address: [....]

Date of agreement: [.....]

Date of submission of the statement on withdrawal: [.....]

Signature (required in the case of the paper version): [.....]

Appendix no. 3 to the Terms & Conditions – Programme Rules**I. “Recommend and Earn” programme**

1. The recommending person may participate in the Programme making referrals by means of the Portal or the Application under the rules specified below.
2. The person recommended may participate in the Programme performing the Registration in the System.
3. The recommendation may concern indication of the Offer available in the System.
4. The recommending person makes the Referral by sending a link to the Offer, generated from the System, to the email address of the recommended person and hence reports its participation in the Programme.
5. The Service Provider is the data controller within the meaning of the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 2016, item 922 as amended, the “UODO”), and from 25 May 2018, 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). The personal data of the Programme Participants are processed to implement the Programme correctly depending on the status of the recommending person or the recommended person, and in particular:
 - 5.1 allow participation in the Programme;
 - 5.2 determine the persons eligible for the Reward and granting it by the Service Provider;
 - 5.3 In connection with the correspondence;
 - 5.4 for technical and statistical purposes of the Service Provider.
6. Providing the data is voluntary, however, necessary to pursue the aforementioned objectives. The personal data of the Programme Participants are processed to exercise the mutual rights and perform obligations concerning the Programme (a kind of agreement) and pursue the legally justified objectives of the data controller understood as ongoing contact and determination or confirmation of the right of the Programme Participant to the Reward, i.e. pursuant to Article 23 (1) (3) and (5) of the UODO, and from 25 May 2018 pursuant to Article 6(1) (b) and (f) of the GDPR. The legally justified interest of the data controller should be understood as taking actions involving the processing of personal data for the purposes of ongoing contact and determination or confirmation of the right of the Programme Participant to the Reward, the personal data of the Programme Participants will be stored for archiving purposes for the period of 10 years.
7. The Programme Participants have the right to access to the content and to correct the data concerning them, as well as deleting the data, limiting their processing and transferring the data. Each Programme Participant may object to the further processing of his/her data or the right to file a written, justified request to cease the processing of his/her data due to his/her situation. Providing the data is voluntary, however, it is necessary to pursue the objectives referred above.
8. For the purposes connected with participation in the Programme the Service Provider will process the following personal data of the recommending person:
 - name;
 - 8.1 name;
 - 8.2 address of residence;
 - 8.3 correspondence address;
 - 8.4 bank account number;
 - 8.5 personal identification number (PESEL)

- 8.6 phone number;
 - 8.7 email address;
 - 8.8 name and address of the relevant tax office
9. The Service Provider appointed the Data Protection Officer (the "DPI") within the meaning of the UODO, from 25 May 2018 r. hereinafter referred to as the Data Protection Inspector to supervise and implement the rules concerning personal data protection. The Data Protection Officer (from 25 May 2018 the Data Protection Inspector) is Katarzyna Ułasiuk, whom you may contact at the following correspondence address: ul. Ludwika Narbutta 22 lok. 23, 02-541 Warsaw.
 10. Each Programme Participant has a right to file a complaint concerning unlawful processing of personal data with the Inspector General for the Protection of Personal Data from 25 May 2018, from 25 May 2018 the Authority will change its name to the President of the Office for Personal Data Protection.
 11. The Programme Participant shall not be the employees and business partners of the Service Provider and the companies using the System performing the commercial and recruitment tasks, as well as members of their close family. The members of close family mean ascendants, descendants, siblings, spouses, spouses of the siblings, collateral and the persons adopted.
 12. The Programme Participant is entitled to send the Referral to any number of the Recommended Persons.
 13. The Programme Participant shall not recommend himself/herself as the Recommended Person.
 14. The Service Provider, in order to make it possible for the Programme Participant to take part in the Programme, provides Services for the benefit of the Programme Participant, i.e. In particular provides the Programme Participant with selected Offers.
 15. The Service Provider reserves the right to exclude the Programme Participants, whose application data or profiles do not meet the requirements necessary for carrying out the recruitment process, provided for in the Terms & Conditions or the law. In such a situation the Recommending Person does not acquire the right to the Reward
 16. The Recommending Person acquires the right to the Reward upon meeting all of the requirements below:
 - 16.1 The Recommending Person complies with the provisions of the Terms & Conditions, and in particular its application data and the data of the Recommended Person meet the conditions specified in the aforementioned Terms & Conditions;
 - 16.2 The Recommended Person performs the Registration and provides a positive response to a specific Offer and joins the recruitment process as a result of which he/she will be employed or establish cooperation with the Customer;
 - 16.3 The Recommended Person will work/will provide services for the Customer for at least 91 (ninety one) days.
 17. Upon meeting all the conditions referred to in (16) the Recommending Person acquires the right to the Reward.
 18. The Recommending Person acquires the right to the Reward in the gross amount for the Referral indicated in the given Offer.
 19. The Programme Participant himself/herself and on his/her own responsibility declares and pays due taxes on the obtained Reward in accordance with the applicable provisions of law.
 20. For the Referral of the same Recommended Person in each case the Recommending Person shall not receive more than one Reward.
 21. Information about the Reward shall be sent to the Recommending Person through the Application or electronic mail within 14 (fourteen) days from fulfilment of the condition referred to in (16) (16.3) of the Terms & Conditions.

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22. The Reward will be provided to the Recommending Person to the bank account number indicated by him/her. The reward will be paid within 14 (fourteen) days from the date of meeting the condition referred to in (16) (16.3)
23. The given Recommended Person may be recommended only by one Recommending Person. In the case of a larger number of the referrals, the link from which the Recommended Person performs the first registration is decisive.