

Terms of Use of the TRAFFIT system

§1 DEFINITIONS

Terms used in these Terms of Use have the following meanings:

1. Personal Data - personal data as defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, entrusted to the Service Provider by the Customer, including personal data of the Candidates.
2. Candidate - a natural person taking part in the Customer's recruitment processes.
3. Client - a legal person, an organizational unit without legal personality, as well as a natural person running a business using services provided by the Service Provider.
4. Subscription Period - the period for which the Customer has purchased access to the System
5. The TRAFFIT System or System - Internet application owned by the Service Provider, available at the Internet address demo.traffit.com to improve the recruitment process and to manage customer and Candidate databases.
6. Service Provider - TRAFFIT spółka z ograniczoną odpowiedzialnością with its registered office in Gdynia, Aleja Zwycięstwa 96/98, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register under KRS number 0000500186, with a tax identification number NIP: 5862288562 and REGON number: 222042972.

§2 USING DEMO VERSION

1. The Service Provider grants the Customer access to the demo version of the System, enabling the Customer to become acquainted with the way the System operates and with its functionality.
2. The use of the demo version by the Customer is free and does not oblige the Customer to purchase a paid version.
3. The condition for using the demo version of the System is acceptance by the Customer of these Terms of use.

§3 CONCLUSION OF AGREEMENT

1. Obtaining access to the System takes place by selecting one of the available subscription options, which is also tantamount to concluding an agreement and paying the subscription fee.
2. After confirming the payment, the Service Provider establishes the Customer's account and sends the Customer an activation link along with the login and password to the System to the email address provided by the Customer.

3. The agreement is concluded for a month starting from the day of activation. Another extension

of the Agreement for each subsequent month requires a re-payment. The system reminds you to extend your access 5 days before the end of your current activation period.
4. Failure to extend the access to the System results in the inability to use its functionality and termination of the agreement. The Service Provider deletes the Customer's account and any data entered by the Customer into the System within 7 days from the expiration of access to the System, unless the appropriate payment for the renewal of the agreement is recorded by the System during this period. At the Customer's request, the parties may determine how to export these data to the Customer before deleting them.
5. The Customer may at any time delete his / her account, in which case all information provided on the Website that is related to the Customer will also be deleted. By deleting the account, the Customer waives further use of the Website until the end of the Subscription Period.
6. In order to obtain other conditions of access to the System than by purchasing monthly access on the terms specified on the website, the Customer may contact the Service Provider and enter into an Agreement for an indefinite period or other than a monthly period specified on terms and conditions negotiated individually by the parties.

§4 FEES

1. The fees for access to the System are billed monthly. The Customer should pay for the next monthly Subscription Periods in advance.
2. Payments will be recorded by the System within 3 days of being credited to the Service Provider's bank account, which the Customer is obliged to take into account when making such payments.
3. Detailed information on the amount of subscription fees and the parameters of individual subscription plans can be found in the price list on the website <http://www.traffit.com/#cennik>.
4. The Service Provider will send the invoice electronically, within the period specified by law, to the e-mail address assigned by the Customer to his / her account in .pdf format, or by paper to the address of the Customer entered by him in the account details. The customer consents to sending invoices in the manner specified in the previous sentence.

§5 RIGHTS AND OBLIGATIONS OF THE CUSTOMER

1. The Customer undertakes:

1. a) The customer consents to sending invoices in the manner specified in the previous sentence.
2. b) not to violate the rights or personal rights of third parties, in particular the Candidates;
3. c) not to make available in any way to third parties, other than Customer's employees or other persons acting on its behalf, the login and password for the Customer's account in the TRAFFIT System;

4. d) not to duplicate any elements of the TRAFFIT System, not to decompile the source code;
5. e) to use the TRAFFIT System exclusively for the needs of its business activity;
6. f) not to undertake for one year of access to the TRAFFIT System competitive activities in relation to the Service Provider based on software operating on similar principles as the System;
7. g) to make timely payments;
8. h) to repair the damage incurred by the Service Provider resulting from the breach of the Customer's obligations.

2. The Customer bears sole responsibility for the content of the data entered by it, and in the event that the Service Provider suffers damage in connection with the content of data entered by the Customer, the Customer is obliged to repair such damage.

§6 RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

1. The Service Provider is required to make reasonable efforts to ensure that Customers with purchased access to the System have undisturbed use of the System. The Service Provider is responsible for its own actions and omissions.
2. The Service Provider undertakes to securely store the data entrusted to it in the System and keep it confidential. The Service Provider will make every effort to ensure that the transmission of data via the Internet as part of the use of the System is secure, i.e. that the information sent is confidential, exhaustive and complete.
3. The Service Provider reserves the right to temporarily block the Customer's access to the System during the Subscription Period, until the matter is clarified, if he or she takes reasonable doubt that the Customer has used the System in breach of the Terms of use.
4. The Service Provider may permanently deprive the Customer of the right to use the Website if the Customer:
 1. a) submitted factually incorrect, inaccurate, or outdated, and misleading information, or information infringing the rights of third parties during the process of registration in the System;
 2. b) committed, through the Website, a violation of personal rights, in particular personal rights of the Candidates;
 3. c) committed other behaviors that will be considered by the Service Provider to be reprehensible, inconsistent with applicable law or general principles of using the Internet, as contrary to the objectives of creating the Website or harmful the Service Provider's good reputation.
3. A person who has been deprived of the right to use the Website may not re-purchase access to the System without prior consent of the Service Provider.
4. The Service Provider is entitled to a temporary interruption in the operation of the Website and Services provided by it for technical reasons. The Service Provider will take utmost care to ensure that such technical breaks last as short as possible.
5. In the event of a break in access to the System lasting more than one day, the Customer has the right to extend the validity of the Subscription Period during which technical break took place, as many days as the technical break lasted. The extension of the Subscription Period is the only compensation to which the Customer is entitled due to the lack of access to the Website.

6. The Service Provider is not liable to the Customers for non-performance or improper performance of services for reasons not attributable to it, including for reasons attributable to third parties (including telecommunications network operators), or caused by force majeure, as well as for the circumstances referred to in art. 12-14 of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws 2017, item 1219 as amended).
7. All complaints should be submitted to the e-mail address kontakt@traffit.com or to the postal address Aleja Zwycięstwa 96/98 81-451 Gdynia. The Service Provider shall consider the complaint within 10 business days of its receipt, unless additional information is required from the Customer or additional activities are required. In such cases, the period of handling the complaint is extended accordingly.
8. Notwithstanding other provisions of the Agreement, any liability of the Service Provider towards the Customer for providing the Service access and other services covered by these Terms of use is limited to actual damages of the Customer and may not exceed the amount equal to fees paid by the Service Provider for using the access to the Website in the last 12 months preceding the event causing the damage.

§7 ENTRUSTING THE PROCESSING OF PERSONAL DATA

1. The Customer declares that it is the sole administrator of Personal Data collected and processed by the Customer using the TRAFFIT System and processes it in accordance with applicable law.
2. Personal Data are processed by TRAFFIT on the basis of the entrustment agreement of personal data processing concluded with the Customer (administrator) constituting Annex No. 1 to these Terms of use. TRAFFIT fulfills the role of the entity processing personal data for the purposes of implementing the entrustment agreement and in the scope resulting from its provisions.

§8 FINAL PROVISIONS

1. These Terms of use come into force on 25 May 2018.
2. The Service Provider reserves the right to unilaterally change the provisions of the Terms of use. In such a case, the Customer shall have the right to terminate the Agreement immediately, provided that the relevant statement is submitted within 7 days of informing the Customer of the changes made.
3. Any changes to these Terms of use enter into force upon their publication on the Service Provider's website.
4. The provisions of Polish law shall apply to the Agreement concluded between the parties.
5. Any disputes arising from the application of the provisions of this Terms of use shall be considered by the court competent for the registered office of the Service Provider.

§9 GMAIL INTEGRATIONS

Manner in which Traffit accesses, uses, stores or shares Google user data. Uses of Google data is limited to the following practices:

1. The customer is able to connect user's emails thanks to GMAIL REST API. Traffit does not save passwords but uses integration token for synchronization.
2. While integrating Gmail boxes user is requested to choose folders for synchronization. We are saving the folders and mail from the folders that user choose to be synchronized in our database.
3. User is able to send emails together with attachments. They are able also to put their own labels.
4. User is able to set backward synchronization by entering number of days for emails are to be synchronized.
5. The access to the integrated inbox has the very user that added it. The user is able to share the inbox to other users (system inbox). Then all the users can read and send emails.
6. User is able to browse and look for content from the folders that were previously synchronized
7. User is able to remove the integrated boxes and folders from Traffit (our database) at any time.
8. System is checking each 8 minutes whether there are new mails in the folders that user checked for the synchronization. Then email are to synchronized and visible in Traffit.
9. In Traffit email boxes module enables to share the synchronized content from the attached folders within users by means of the permission from the user who is an administrator
10. The above functionalities requires to use the following "scope": gmail.modify, gmail.readonly, gmail.send

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concluded between: Customer as the Administrator

and

TRAFFIT Sp. z o.o. as the Processor

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ENTRUSTMENT AGREEMENT OF PERSONAL DATA PROCESSING

- I. This entrustment agreement (hereinafter referred to as the Agreement or the Entrustment Agreement) is an integral part of the Terms of use of the TRAFFIT system (hereinafter referred to as the Terms of use);
- II. The purpose of the Agreement is to determine the conditions under which the Processor performs personal data processing operations on behalf of the Administrator;
- III. Terms used in the Agreement and in capital letters have the meaning defined in the contents of the Entrustment Agreement and in the Terms of use.
- IV. By concluding the Agreement, the Parties strive to regulate the processing of Personal Data so that they fully meet the provisions of Regulation (EU) 2016/679 of the European Parliament of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement such data and repealing Directive 95/46/EC (general regulation on data protection) (Journal of Laws UE L 119, p.

1) – hereinafter referred to as the GDPR.

§ 1 DESCRIPTION OF PROCESSING

1. SUBJECT [art. 28 para. 3 of GDPR]

On the terms specified in this Agreement and the Terms of use, the Administrator entrusts the Processor

with processing (as defined by the GDPR) of the Personal Data described later. 2. DURATION [art. 28 para. 3 of GDPR]

The processing will be performed within 60 days after the end of the Administrator's use of the TRAFFIT System.

3. NATURE AND PURPOSE [art. 28 para. 3 of GDPR]

The nature and purpose of the processing result from the Terms of use. In particular:

1. 1) the nature of the processing is determined by the following role of the Processor: Providing access to the TRAFFIT System via the Internet, i.e. providing and maintaining a remote programming platform for recruiting employees in the hardware and software environment rented by the processor,
2. 2) the purpose of the processing is to enable the Administrator to get acquainted with the possibilities of the TRAFFIT System in the recruitment process.

4. TYPE OF DATA [art. 28 para. 3 of GDPR]

The processing will include the following types of personal data ("Data"):

1) Normal data:

1. a) Name and surname,
2. b) PESEL identification number,
3. c) e-mail address,
4. d) phone numbers,
5. e) residence address,
6. f) date of birth,
7. g) education,
8. h) seniority,
9. i) professional experience,
10. j) skills,
11. k) professional qualifications

and other data collected by the Administrator as part of its recruitment processes.

5. PERSON CATEGORIES [art. 28 para. 3 of GDPR]

Data Processing will apply to the following categories of persons:

- 1) Candidates,
- 2) Potential candidates

§ 2 SUB-ENTRUSTMENT

1. SUB-ENTRUSTMENT [art. 28 para. 2 GDPR]

The Processor may entrust specific Data processing operations ("sub-entrustment") by means of a written sub-entrustment agreement ("Sub-entrustment Agreement") to other processors ("Sub-Processor"), subject to prior acceptance by the Administrator of the Sub-Processor or lack of objection.

2. APPROVED SUB-PROCESSORS

List of Sub-Processors accepted by the Administrator:

- 1) OVH sp. Z o.o.
- 2) Amazon Web Services

3. OBJECTION

Entrusting Data processing to Sub-Processors from outside the List of Accepted Sub-Processors requires notification of the Administrator in order to enable the Administrator to express objections. The Administrator may for justified reasons express a documented objection to entrusting the Data to a specific Sub-Processor. The Processor will report any doubts as to the legitimacy of the objection and possible negative consequences to the Administrator in a timely manner enabling the continuity of processing. If it is impossible to agree on the Sub-Processors, the Processor may terminate the agreement immediately.

4. TRANSFER OF OBLIGATIONS [art.28 para.4 GDPR]

When making a sub-entrustment, the processor is obliged to oblige the Sub-Processor to fulfill all the obligations of the Processor under this Agreement, except for those that are not applicable due to the nature of the specific sub-entrustment.

5. PROHIBITION OF SUBCONTRACTING THE MAIN SERVICE [art.28 para.4 GDPR] The Processor shall not be allowed to transfer the execution of the entire Agreement to the Sub-Processor.

§ 3 RESPONSIBILITIES OF THE PROCESSOR

The Processor has the following duties:

1. DOCUMENTED COMMANDS [art. 28 para. 3 letter a) of GDPR]
The processor processes the Data only in accordance with the Administrator's orders or instructions.
2. NO PROCESSING OUTSIDE THE EEA [art. 28 para. 3 letter a) of GDPR]

The processor declares that it does not transfer the Data to a third country or an international organization (i.e. outside the European Economic Area ("EEA")). The Processor also declares that it does not use subcontractors who transfer Personal Data outside the EEA.

3. INFORMATION ON INTENTION OF PROCESSING OUTSIDE THE EEA [art. 28 para. 3 letter a) of GDPR]

If the Processor intends or is obliged to transfer Data outside the EEA, it informs the Administrator about that, in order to enable the Administrator to make decisions and actions necessary to ensure compliance of the processing with the law or termination of the entrustment of processing.

4. SECRECY [art. 28 para. 3 letter c) of GDPR]

The Processor obtains from persons who have been authorized to process the Data within the performance of the Agreement, a documented obligations of secrecy or alternatively ensure that these persons are subject to the statutory obligation of secrecy.

5. SAFETY [art. 28 para. 3 letter c) of GDPR]

The Processor provides protection of Data and takes data protection measures referred to in art. 32 of the GDPR, in accordance with further provisions of the Agreement.

6. SUB-PROCESSING [art.28 para.3 letter d) of GDPR]

The Processor complies with the terms of use of the services of another processor (Sub-Processor).

7. COOPERATION WITH THE IMPLEMENTATION OF THE RIGHTS OF INDIVIDUALS [art. 28 para. 3 letter e) of GDPR]

The Processor undertakes to the Administrator to respond to the requests of the data subject in the exercise of the rights set out in chapter III of the GDPR ("Rights of Individuals"). The Processor declares that it secures the rights of the individuals with respect to the Data entrusted to it in accordance with the policies and procedures binding at the Processor.

8. SUPPORT FOR SECURITY OBLIGATIONS [art. 28 para. 3 letter f) of GDPR]

The Processor cooperates with the Administrator when the Administrator performs its duties in the area of personal data protection, referred to in art. 32-36 of GDPR (data protection, reporting of breaches to the supervisory authority, notification of persons affected by a breach of data protection, assessment of consequences for data protection and prior consultation with the supervisory authority).

9. LEGALITY OF COMMANDS [art. 28 para. 3 subpara. 2 GDPR]

If the Processor has doubts as to the legality of commands or instructions issued by the Administrator, the Processor immediately informs the Administrator about the identified doubt (documented and justified) and may refrain from executing commands or instructions at the Administrator's expense and risk until receiving comprehensive explanations .

10. DESIGNING PRIVACY [art. 25 para. 1 GDPR]

When planning to make changes to the way Data is processed, the Processor is required to comply with the requirement of designing privacy referred to in art. 25 para. 1 GDPR and is obliged to inform the Administrator in advance about planned changes in such manner and dates to provide the Administrator with a real possibility of reacting if the changes planned by the Processor threaten the agreed Data security level or increase the risk of violating the rights or freedoms of individuals as a result of Data processing by the Processor.

11. MINIMIZATION [art. 25 para. 2 GDPR]

The Processor agrees to limit access to Personal Data only to persons whose access to the Data is necessary for the performance of the Agreement and who have the appropriate authorization.

12. Record of processing activities [art. 30 para. 2 GDPR]

The processor undertakes to keep documentation describing the method of Data processing, including the record of processing activities (requirement of art. 30 para. 2 of GDPR). The Processor shall, at the request of the Administrator, provide a record of processing activities, with the exception of information constituting a trade secret of the Processor or other Processor's customers.

13. PROFILING [art. 13 and 14 GDPR]

If the Processor uses automated processing to implement the Agreement, including profiling as referred to in art. 22, para. 1 and 4 of the GDPR, the Processor informs the Administrator about this to the extent necessary to perform the information obligation by the Administrator.

14. STAFF TRAINING

The Processor is obliged to provide persons authorized to process Data with appropriate training in the field of personal data protection.

§ 4 OBLIGATIONS OF THE ADMINISTRATOR

The Administrator is obliged to cooperate with the Processor in the performance of the Agreement, provide the Processor with explanations in the event of doubts as to the legality of the Administrator's instructions, as well as perform its specific duties in a timely manner.

§ 5 DATA SECURITY

1. SECURITY OF PERSONAL DATA [art. 32 of GDPR]

The Processor has carried out a risk analysis of the data entrusted and applies to its results as to organizational and technical Data protection measures.

§ 6 NOTIFICATION OF PERSONAL DATA BREACH

1. BREACH NOTIFICATION

The Processor notifies the Administrator of any suspected breach of personal data protection no later than 2 business days from finding the risk of breach, allows the Administrator to participate in the investigation and informs the Administrator about the arrangements when they are made, in particular when the breach is found.

2. ESCALATION

The breach notification should be sent along with all necessary documentation regarding the breach, in order to enable the Administrator to fulfill the obligation to notify the supervision authority.

§ 7 SUPERVISION

1. CONTROLLING [art. 28 para. 3 lit. h) of GDPR]

The Administrator controls the processing of entrusted Personal Data after informing the Processor of the planned inspection. The Administrator or persons designated by it are entitled to (i) enter the premises in which Personal Data is processed and (ii) access to documentation related to the processing of Personal Data. The Administrator is entitled to request from the Processor to provide information regarding the processing of Personal Data, and to provide records of the processing activity categories. The costs of audits or inspections and liability for any damage incurred by the Processor in this respect shall be borne by the Administrator.

2. COOPERATION IN CONTROLLING [art. 28 para. 3 lit. h) of GDPR]

The Processor cooperates with the office of personal data protection in the scope of its tasks.

3. THE PROCESSOR:

1. 1) provides the Administrator with all the information necessary to demonstrate the Administrator's

compliance with the provisions of the GDPR,

2. 2) enables the Administrator or authorized auditor to perform audits or inspections in a way that

does not interfere with current operations. The Processor cooperates in the implementation of audits or inspections.

§ 8 DECLARATIONS OF THE PARTIES

1. DECLARATION OF THE ADMINISTRATOR

The Administrator declares that it is the Data Administrator and that it is authorized to process them to the extent that it has entrusted them to the Processor.

2. DECLARATION OF THE PROCESSOR [art. 28 para. 1 GDPR]

The Processor declares that as part of its business it professionally deals with the processing of personal data covered by the Agreement and the Regulations, has the necessary knowledge, appropriate technical and organizational measures in this respect and guarantees proper performance of this Agreement.

3. REFERENCES [art. 28 para. 1 GDPR]

At the Administrator's request, the Processor will provide the Administrator with relevant references, experience list, financial information or other evidence that the Processor provides sufficient guarantees to implement appropriate technical and organizational measures to ensure that the processing meets the requirements of the GDPR and protects the rights of the data subjects.

§ 9 LIABILITY

1. LIABILITY OF THE PROCESSOR [Art. 82 para. 3 of GDPR]

The Processor is liable for damages caused by its actions in connection with the failure to perform duties that the GDPR imposes directly on the Processor or when it acted beyond the lawful Administrator's instructions or contrary to these instructions.

2. RESPONSIBILITY FOR SUB-PROCESSORS [art. 28 para. 4 GDPR]

If the Sub-Processor does not fulfill its data protection obligations due to its fault, the responsibility towards the Administrator for the fulfillment of duties by the Sub-Processor rests with the Processor.

§ 10 - DURATION OF THE ENTRUSTMENT AGREEMENT [art. 28 para. 3 of GDPR]

The agreement was concluded for the period of providing the free access to the TRAFFIT System.

§ 11 DATA REMOVAL

1. REMOVAL OF DATA [art. 28 para. 3 lit. g) of GDPR]

Upon the termination of the Agreement, the Processor has no right to further processing the Data entrusted, except for their removal, and is obliged to:

1. (1) delete the Data,
2. (2) delete any existing copies or return of the Data, unless the Administrator decides otherwise, or

the European Union law or the law of a Member State order further storage of the Data.

2. GRACE PERIOD

The Processor shall delete the Data after 180 days from the end of the Agreement, unless the Administrator instructs it to do so earlier.

3. STATEMENT

After the performance of the obligation referred to in § 10 para. 1 of this Agreement, the Processor will submit, at the request of the Administrator, a written statement confirming the permanent deletion of all Data.

1. PRIORITY

§ 12 FINAL PROVISIONS

In the event of a conflict between the provisions of this Entrustment Agreement and the Regulations, or any other contractual relationship between the Parties and this Agreement, priority shall be given to the provisions of the Entrustment Agreement. It also means that issues related to the processing of personal data between the Administrator and the Processor should be regulated by changes to this Agreement or the implementation of its provisions.

2. GOVERING LAW AND JURISDICTION

1. 1) This Agreement shall be governed by the Polish law and the GDPR.
2. 2) Any disputes arising from the application of the provisions of this Agreement shall be considered by the court competent for the registered office of the Processor.