

TERMS AND CONDITIONS OF RENDERING SERVICES BY ELECTRONIC MEANS

I. Introduction

1. General Rules

1.1 These Terms and Conditions set out the general rules constituting the legal basis for the use of the Exact x Forestall Website, hereinafter referred to as the 'Website'. Upon taking actions the aim of which is to use the Website, 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 The Website and all services available through it are provided by: EXACT FORESTALL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Częstochowa, Aleja NMP 49/12, 42-217 Częstochowa, entered in the National Court Register at the District Court in Częstochowa, 17th Commercial Division of the National Court Register under the number KRS: 0000729296, REGON: 380045465 NIP: 5272849887, tel. +48 34 365 58 26, e-mail: office.pl@@exactforestall.com, hereinafter referred to as 'Service Provider'.

1.3 The Website 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 Website, 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. **Website** means the Exact x Forestall website available at <https://exactforestall.com/>.

2.3. **Website Services** : the services indicated below, provided electronically on the Website by the Service Provider to the User:

- a) **Site or Website Service:** means the Service of the Website, consisting of making available Material concerning the Service Provider and/or the Exact x Forestall Group and/or Partners, in particular containing information on events, services, products and other elements relevant to the Service Provider, in order to pursue the Service Provider's legitimate interest, e.g. marketing, of the Service Provider's own or recommended services;
- b) **Spontaneous Recruitment:** means the Service of the Website which is an additional communication tool made available by the Service Provider through the Website, enabling the Service Provider to contact the User in order to present the User with job offers in the place indicated in the form, in the form of a telephone call through conversation, sending an SMS or MMS message;
- c) **Application form service:** means the Service of the Website which is the User's application tool for job vacancies posted on the Service Provider's Website;
- d) **Application form service** with the function of posting a CV on the Website: means the Service of the Website consisting of the possibility of filling in an application form and posting the User's CV in order to apply for a job offer posted on the Service Provider's Website;
- e) **Contact form service, including the Time to act contact form:** means the Service of the Website which consists of enabling the User to contact the Service Provider in order to obtain an answer to the question(s) contained therein by e-mail or telephone, concerning the services provided by the Service Provider and/or the Exact x Forestall Group and/or Partners, including the sector-specific services of the Service Provider and/or the Exact x Forestall Group and/or Partners and other issues relevant to the User;
- f) **Sponsor Application Form Service:** means the Service of the Website consisting of the possibility for the User to fill in an application form in order to apply to be a sponsor, including under the Service Provider's xFuture scholarship programme;
- g) **Scholarship Applicant Form Service:** means the Service of the Website consisting of the possibility for the User to fill in an application form in order to apply to be a scholarship applicant under the xFuture Service Provider's scholarship programme;

- h) **Newsletter service:** Service of the Website performed by sending e-mails through which the Service Provider informs about events, services, products and other elements relevant to the Service Provider and / or Exact x Forestall Group and / or Partners in order to pursue the legitimate interest of the Service Provider and / or Exact x Forestall Group and / or Partners, e.g. marketing, own services or other services recommended by the Service Provider.
- 2.4. **User:** shall refer to any natural person using the Website or the Service of the Website.
- 2.5. **Service Provider:** the entity indicated in section 1.2 above.
- 2.6. **Agreement:** the agreement for the provision of the Services of the Website concluded between the Service Provider and the User.
- 2.7. **Materials:** texts, photographs, graphics, charts, video materials, multimedia materials, etc., in particular constituting a work within the meaning of the Act on Copyright and Related Rights, which will be published or made available by the Service Provider on the Website.
- 2.8. **Partners:** entities within the Exact x Forestall Group and all companies and other subsidiaries of the Service Provider, as well as entities with capital or personal links to the Service Provider, as well as subsidiaries with capital or personal links to other companies within the Exact x Forestall Group; this term also includes future entities yet to be created or acquired, or which will be separated, or which will become capital or personal links to the Service Provider or other companies within the Exact x Forestall Group, the current list of which can be found at <http://www.exactforestallgroup.com/>.
- 2.9. **Privacy Policy** means the Website's Privacy Policy, available under: https://exactforestall.com/wp-content/uploads/2024/10/Privacy-Policy_ExF_2024-10-24.docx.pdf

II. Principles of using Services offered as part of the Website

- 1. What services are rendered by the Service Provider as part of the Website?**
- a) Website Service;
 - b) Spontaneous recruitment;
 - c) Application form service;

- d) Application form service with the function of posting CVs on the Website;
- e) Contact form service, including the Time to act contact form:
- f) Sponsor application form service;
- g) Scholarship application form service;
- h) Newsletter service

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

2.1. Website Service

- a) The conclusion of an agreement between the Service Provider and the User for the provision of the Website's services occurs when the User enters the relevant URL of the Site's website in their web browser and confirms it. 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.
- b) The termination of the Website Services Contract occurs when the User closes the Website.

2.2. Spontaneous recruitment service

- a) The conclusion of the agreement for the provision of the Spontaneous Recruitment service is reached by submitting data via the form available on the Website.
- b) Termination of the agreement occurs at the end of a telephone call, SMS or MMS correspondence, depending on the form of contact chosen.

2.3. Contact form service

- a) In order for the Service Provider to provide the application form service, the User must complete the application form available on the Service Provider's Website by entering the information specified by the Service Provider and necessary for the recruitment process.
- b) The agreement for the application form service is concluded for a limited period of time - from the moment you start filling in the application form by clicking on the "Apply" icon, until you send your application and click on the "Send" icon.

2.4. Application form service with CV posting function on the Website

- a) In order for the Service Provider to provide the service of the application form with the function of posting CVs on the Website, the User must complete the application form available on the Service Provider's Website by entering the

information specified by the Service Provider and necessary for the recruitment process and attach his/her CV as an attachment in pdf, docx., dot. or jpg format via an interactive form.

- b) The agreement for the application form service is concluded for a limited period of time - from the moment you start filling in the application form by clicking on the "Apply" icon, until you send your application and click on the "Send" icon.

2.5. Contact form service, including the Time to act contact form:

- a) In order for the Service Provider to carry out the service of the contact form, including the Time to act contact form, the User must enter an enquiry about the service or other matters to which the Service Provider wishes to respond, and provide their contact details.
- b) The agreement for the contact form service is concluded for a fixed period of time - from the moment you start filling in the application form until you send your application and click on the "Send" icon.

2.6. Sponsor application form service:

- a) The conclusion of the agreement for the provision of the sponsor service is reached by submitting data via the application form available on the Website.
- b) The agreement for the sponsor application form service is concluded for a fixed period of time - from the moment you start filling in the application form until you send your application and click on the "Send" icon.

2.7. Scholarship application form service;

- a) The conclusion of the agreement for the provision of the scholarship service is reached by submitting data via the application form available on the Website.
- b) The scholarship application form service agreement is concluded for a fixed period of time - from the moment you start filling in the application form until you submit the application and click on the "Send" icon.

2.8. Newsletter service:

- a) In order for the Service Provider to provide the Newsletter service, the User is obliged to (i) provide an email address, (ii) accept the Privacy Policy and the Terms and Conditions, (iii) click on the confirmation button, (iv) receive an email sent to the email address provided by the User with an activation link, and (v) confirm the Newsletter subscription by clicking on the activation link

indicated in the email (so-called double opt-in) - which is tantamount to consent to the conclusion of the agreement.

- b) Failure to click on the activation link referred to in (a) (v) above within 30 days will render it obsolete. Then all the information provided by the User, including its Personal Data, shall not be subject to further processing and shall be erased.
- c) The provision of an e-mail address by the User for the purpose of Newsletter service provision shall be treated as the User's consent to the sending of commercial and marketing information by means of electronic communication within the meaning of the Act of 18 July 2002 on electronic service provision (Journal of Laws 2020.344 consolidated text of 03.03.2020) and expressing consent for the Controller to use the User's telecommunications terminal equipment for the purpose of direct marketing of the Controller's products and services and presentation of commercial information to the User in accordance with Article 172(1) of the Telecommunications Act (Journal of Laws 2024.34 consolidated text of 10.01.2024);
- d) The Newsletter service agreement is concluded for an indefinite period of time, as soon as the activation link received in accordance with (a) (v) above is clicked;
- e) The User is entitled to terminate the Newsletter service agreement at any time by unsubscribing from the Service Provider's list of subscribers. The User shall do this by clicking on the deactivation link at the end of each Newsletter and confirming the cancellation of the Newsletter service. Termination of the Newsletter service agreement.

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

- 3.1. The User can conclude all the agreements related to services at any time.
- 3.2. Agreements for the provision of services by electronic means are concluded at the time the User expresses his/her wish to use the Service in question. Any agreement for the provision of the Services may be terminated by the User at any time without giving any reason. You may also opt out of other Services by refraining from using those Services. Agreements for the provision of services provided electronically, consisting in the use of the functionality of the forms, are

concluded for a fixed period of time and are terminated as soon as the content of the form is sent to the Service Provider or the Website or the use of the form is discontinued.

3.3. 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 Website?

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

- a) electronic equipment with an operating system capable of running a web browser;
- b) connection with the Internet;
- c) Internet browser;
- d) other software required to use selected Services.

4.2. Access and use of the Website is possible using the latest versions of the web browsers of the following publishers: Microsoft, Apple, Google, Mozilla. The Service Provider does not guarantee the correct functioning of the Services if third-party web browsers are used and if older versions of browsers are used.

4.3. The Service Provider shall make every effort to enable the User to use the Website 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 Website or its individual elements can be used with each combination of these elements.

4.4. The use of the Website Services may involve typical risks associated with the use of the Internet, and the Service Provider recommends that the User take appropriate steps to minimise these risks. In particular, it is recommended that the User use anti-virus software recommended for the type of software in question.

5. Rights and obligations of the User

5.1. When using the Website's Services, the User is obliged to comply with the law and the provisions of the Terms and Conditions, as well as the principles of community life and good practice.

5.2. Users are prohibited from providing unlawful content.

- 5.3. The Service provider shall not give consent to the User to transfer rights connected with the use of the Website 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 on the Website 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 Website 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) posting or disseminating content, including CVs, which are misleading as to the User's identity, infringe the rights or personal interests of third parties, contain threats, incite aggression or contain elements of gratuitous violence, constitute material that may be used for illegal purposes, misleading, malicious or discriminatory, unsuitable for persons under 18 years of age, manifestly contrary to the principles of social coexistence or common decency and social norms, contain vulgarities and expressions that may in any way violate someone's dignity;
 - c) automated use of the Website,
 - d) attempts to get access to the elements of the Services that are not public,
 - e) hindering or preventing the use of the Website and/or Services of the Service Provider, Partners or other Users,
 - f) 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 Website and Services. In the event of any errors in its functioning or technical problems in its use, the User may inform the Service

Provider by sending an email to office@exactforestall.com. The Service Provider will take measures to restore the proper functioning of the Website.

- 5.7. The Service Provider reserves the right to temporarily block access to the Website or Services for the purpose of checking, maintenance, update or repair. The Service Provider shall notify of the access to the Website or Services having been blocked by way of a relevant announcement in the Website, unless such information can be added for technical reasons. The Users shall have no right to claim damages connected with the Website and Services being temporarily unavailable.
- 5.8. The Service Provider reserves the right to provide commercial and marketing information in the Website related to the activity of the Service Provider or Partners.
- 5.9. The Website contains links to external sites, so the user may benefit from a number of automatic links, to other websites of potential interest. The Service Provider is not responsible for the content that is contained on these pages. The Service Provider is not obliged to revise or approve them, nor does it guarantee that the links to these sites are operational and up-to-date. Users of the website use the links entirely at their own risk.

6. Complaint procedure

- 6.1. The User wishing to make a complaint should contact the Service Provider, preferably by sending an email to: office@exactforestall.com.
- 6.2. Properly lodged complaint shall include at least:
 - a) name and surname:
 - b) email address
 - c) 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 deadline - given in para. 6.4. above –by no more than 10 days, in the event that the recognition of the complaint requires unusual, special measures and arrangements or encounters obstacles independent and not attributable to the Service Provider (equipment failures, 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. The decision regarding the complaint shall be communicated to the User at the e-mail address provided by the User.
- 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 Website 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 Website 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. Rules and information regarding the processing of Users' personal data are contained in the 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 the event of obtaining access to personal data, the User is obliged to prevent situations that could lead to the disclosure of personal data to unauthorised entities, to immediately notify the Service Provider of the access obtained and to provide all information in their possession necessary for the Service Provider to properly investigate the case, in particular to enable it to take measures to block unauthorised access to the data.

9. Intellectual property

- 9.1. Proprietary copyrights to the Website, logotypes, graphics and Materials put in the Website or Services, especially in 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 Website 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 Website 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.

III. Final provisions

1. The Terms and Conditions in their current form shall enter into force on 22.10.2024.
2. The Service Provider reserves the right to amend the Terms and Conditions at any time for important reasons, in particular if the following circumstances occur:
 - 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 Website or Services for security reasons;
 - d) Changes in the operation of the Website or Services, including technical and technological progress, organisational changes of the Service Provider or changes in the infrastructure used for the needs of the Website or Services.
3. The User shall be informed of the content of the amendments to the Terms and Conditions or of the discontinuation of a particular Service when using the Website for the first time following the amendments to the Terms and Conditions. The User shall be required to accept the new Terms and Conditions in order to continue using the Website. Information on planned changes to the Terms and Conditions shall be displayed on the Website 14 days prior to the change to the Terms and Conditions.
4. In the case of planned closure of the Website or Service the Users shall be notified of such fact via e-mail or by putting relevant information in the Website.
5. Any disputes shall be settled in accordance with the Polish law.
6. The provisions of the applicable Polish laws shall be applied in issues not governed by these Terms and Conditions and Privacy Policy.