

## Terms & User Agreement

Regulations define the rules of the portal [www.skillsa.com](http://www.skillsa.com) hereinafter referred to as Portal or the Service Provider.

### Definitions:

Service Provider - Brand Max Spółka z ograniczoną odpowiedzialnością with registered office in Olsztyn, ul. Żeromskiego 24c, 10-355 Poland entered into the register of entrepreneurs kept by the District Court. Olsztyn, VIII Division of the National Court Register, under KRS number 0000528512; having a tax identification number NIP 739-387-07-52, REGON: 281634451.

Service providers - Internet service in which the service provider is providing services. Service works at <http://www.skillsa.com>. The owner of the service is the Service Provider.

User - a person using the functions and services provided electronically by the Service Provider. Services require registration and login.

Services - Services provided electronically by the Service Provider to the Customers on the basis of Regulations drawn up.

E-mail address - a mark to communicate via e-mail.

Registration form - the form filled in by the user during registration, used to establish the Client Accounts.

Account - a collection of information and settings created for the Client within the service and the time available space on the servers. The user may use the account to manage your Services.

IT System - a set of cooperating devices and software that provides processing and storage, as well as sending and receiving data via telecommunications networks by using appropriate for the type of network terminal equipment within the meaning of the Telecommunications Act.

Provision of electronic services - execution of the service, which is done by sending and receiving data using information and communication systems, at the individual request of a recipient, without the simultaneous presence of the parties, the data are transmitted via public networks within the meaning of the Telecommunications Act.

Electronic means of communication - technical solutions, including ICT equipment and their associated software tools, enabling individual distance communication using data transmission between information and communication systems, and in particular e-mail.

Cookies (cookies) - text files, in which the servers of the Service Provider record the information on the disk device, which uses user. The information stored in a cookie Service server can read when you reconnect to this device, but they can be read by other servers or other Internet users.

Regulations - these Regulations.

## **I. General Provisions**

1. These Regulations specify:

- i. the rights and obligations of the Service Provider and the Customers associated with the provision of services electronically,
- ii. rules of releasing service providers for providing services electronically,
- iii. rules for the protection of personal data of individuals using services electronically.

2. The service provider provides free of charge to recipients Regulations before concluding the contract for the provision of the Services. The Client is not bound by the provisions of the Regulations, which were not made available to him in the manner described above.

3. Service Provider provides services electronically in accordance with the Regulations.

4. The Client is obliged to comply with the provisions of the Regulations since commencing to use the Services.

## **II. Conclusion Of The Contract, Registration And Opening An Account**

1. The contract for the provision of services electronically is concluded upon proper completion by the Service registration form and accept the Terms and Conditions.

2. Client by sending the registration form states that:

- i. given in the data are complete and in accordance with the facts,
- ii. It is entitled to conclude an agreement for the provision of electronic services,
- iii. information that you do not violate any rights of third parties,
- iv. He reads the Regulations and agrees to abide by it.

3. The Service Provider, after receipt of a properly completed registration form, will create for the Client within, a unique account, the name being given by the Client e-mail address.

4. The Client accepts the need for a current, active email address. This address is given directly to the registration form. The Client is obliged to ongoing monitoring of the specified email address, and in case of changes to promptly update this information in your Account Recipient.

5. The email address is associated with the Client Account, is an essential form of identification to service providers and will be used for all correspondence relating to the provision of services.

6. The service provider can refuse to account with the specified name, if it is already in use within the Service or if the Service Provider learns legitimate, credible information that it is contrary to law, morality, violate personal rights or legitimate interests of service providers.

7. The user is granted access to the account using your email address and password. The Client shall not disclose to any third party access password and is solely responsible for damage caused as a result of the disclosure.

### **III. Terms Of Service By Service Provider**

1. The technical requirements necessary to work with the ICT system, which is used by the Service Provider are as follows:

i. Internet connection,

ii. Web browser that will display on a computer screen HTML and PDF. The browser should accept "cookies".

2. The Service Provider reserves the use of the Services may be associated with the standard risks associated with the use of the Internet and recommends recipients to take appropriate steps to minimize them.

3. The Service is committed to the provision of services selected by the Client no later than 24 hours from the moment of the creation account. If the account will be created in day public holiday, it will start providing services by the end of the first subsequent working day.

### **IV. Rights And Obligations Of The Service Provider And Recipients Of Services**

1. The Service is committed to the continuous and uninterrupted provision of Services.

2. The Service Provider reserves the right to:

i. the transition discontinue the Services due to maintenance or related to the modification of the Services Provider,

ii. send to the e-mail address Message Service Recipients of technical, legal and transaction related to the functioning of the Services,

iii. allow recipients to create accounts in the Service Provider using the email address previously used by another Client whose account has been deleted

iv. refuse to provide services if the Client will give incorrect, false or temporary e-mail address,

v. any modification of provided services, tools, and the operation of the Site without prior notice of such intention,

vi. any personalize the content of the information sent to the Customers and the free choice of the recipients, with the exception of the messages referred to in point ii.

3. The Service Provider reserves the right to discontinue the Services, remove all the Customers data, the transfer of rights to the Service to another entity and to take any other legally permissible

activities associated with the Service in respect of which the Client shall not be entitled to any claims against the Service Provider.

4. The Client has the right to manage the Services through the account and editing of the information submitted relating to the Services provided at any time.

5. Recipient agrees to make available on the Services Provider its image and songs, which is the author, in the case of services provided by the Service Provider to enable the presentation of the above, in particular the Customer Service Card. This provision is aimed solely at promoting the Service in accordance with the terms and purpose of the service provided services, under which such sharing takes place.

6. Client using the Services is obliged to refrain from:

i. the publication of offensive, illegal or violate protected by the personal interests of third parties,

ii. use services for publishing advertisements about goods and services and any information of a commercial nature,

iii. copy, modify, distribute, transmit, or otherwise using any of the songs and databases available on the Services, except for their use within fair use,

iv. taking any action that might impede or disrupt the functioning of the Services and the use of the Services in a manner oppressive to others the Customers,

v. to use the Services in a manner contrary to law, morality, violating personal rights of third parties or the legitimate interests of service providers.

7. The Service Provider reserves the right to:

i. to block access to the resources of the Customers containing sexually explicit, pornographic, containing illegal software or for more information about the acquisition, and other content contrary to law, morality or the legitimate interests of service providers, if it has credible, substantiated information on this subject,

ii. remove the contents of the Services provided by the Service through the Services, if the content of these violate the provisions of these Regulations.

## **V. Terms Of Payment**

1. Services are provided by the Service Provider free of charge to the Customers.

## **VI. Personal Data Protection**

1. The service provider processes personal data Recipients necessary to create and shape the content, amendment or termination of services by the Service Provider and only for the proper performance of the Services, as defined in these Regulations.

2. The service provider each time specifies the data that are necessary to deliver the services electronically. The service provider may process the following personal data, which the directory may vary depending on the type of service provided:

- i. surname and first names,
- ii. address of residence or stay,
- iii. Position / Occupation
- iv. e-mail address
- v. the number of landline and mobile
- vi. education
- vii. place of residence / residence / willingness to work

3. The Service Provider is the administrator of personal data, and the Customers collection of personal data has been reported to the Inspector General for Personal Data Protection.

4. The service provider provides access to your own data, the right to request an update of data and the right to object in the cases specified by law.

5. Personal Service Recipients can be used by the Service Provider for the purpose of sending electronic commercial information from service providers or third parties upon acceptance by the Client consent to such use. Consent register via the Service Provider on the site. The Client is entitled to withhold consent to the transfer of commercial information from service providers or third parties by changing Accounts.

## **VII. Complaints**

1. Recipients have the right to submit complaints on matters concerning the performance of the Services.

2. Properly made complaint should contain at least the following:

- i. designation of the Customer (name, surname, email address)
- ii. the subject of the complaint,
- iii. the circumstances justifying the complaint.

3. Complaints that do not contain these data will not be considered.

4. Complaints must be submitted via the form available on the Website or e-mail address [contact@skillsa.com](mailto:contact@skillsa.com).

5. The Service Provider will endeavor to complaints were dealt with at the latest 14 days of receipt of the Client. About his decision made as a result of the complaint shall promptly notify the Customer via e-mail to the address specified in the complaint.

### **VIII. Termination**

1. The contract for the provision of services by electronic means may be terminated by either party.

2. The Client has the right to terminate the agreement for the provision of electronic services through independent removing your account.

3. The Service Provider has the right to terminate the agreement for the provision of services electronically and remove the Client Account in the following cases:

- i. violation of the relevant provisions of the Service Regulations,
- ii. adoption by the Service reasonable, reliable information that the name of the account is contrary to law, morality, violates the personal rights of third parties or the legitimate interests of service providers,
- iii. placing by the Client content inconsistent with applicable law,
- iv. use by the Client Services in accordance with its intended purpose,
- v. to remove the User e-mail account that was used to set up accounts,
- vi. receiving by the Service Provider repeated messages from overflowing mailbox Recipients, in order to continue providing services.

4. The termination of the agreement the Service Provider shall inform the Client (if it is technically feasible) at the latest within 24 hours after removal of Accounts.

5. Provider reserves the right to refuse to provide the Services to the Customer and the elimination of its account if it has been established again after the removal resulting from a breach of the Regulations.

### **IX. Final Provisions**

1. The amendments to the Regulations Service Provider shall notify the Client by publishing the relevant information on the Services Provider. in case of the need to amend the Rules of Client you will be informed of this fact at least 7 days prior to the planned change.

2. in the case referred to in paragraph 2 of this chapter, Client has the right to terminate the agreement for the provision of electronic services immediately after being informed about changes in the Regulations. If this is not done, it is assumed that the Client has accepted the revised Terms.

3. The Regulations and the agreement on provision of services electronically subject to Polish law.

4. Any disputes arising from the Regulations or the provision of services by electronic means, shall be settled by Polish court.

5. matters not regulated by the provisions of the Act on electronic services, the Law on Personal Data Protection, the Civil Code and other mandatory provisions of the law.