

## ITCOMPARE TERMS OF SERVICE

### §1

#### DEFINITIONS

The following capitalized terms are used in the following section of the Terms and Conditions and are to be understood in the sense indicated below, unless the context of their use clearly indicates otherwise.

1. **Civil Code** - the Act of 23 April 1964 Civil Code (i.e. Journal of Laws 2017, item 459).
2. **Copyright and Related Rights Act** - Act of 4 February 1994 on copyright and related rights (i.e. Journal of Laws 2017, item 880).
3. **Act on provision of services by electronic means** - Act of 18 July 2002 on provision of services by electronic means (i.e. Journal of Laws 2017, item 1219).
4. **Data Protection Act** - means the Act of 10 May 2018 on the protection of personal data.
5. **Contact Form** - means a form made available on the Website allowing a non-logged-in User to set up an Account.
6. **Application Form** - means the form made available on the Website allowing the Advertiser to apply for a selected Advertisement.
7. **User** - means a natural person, legal entity or organisational unit who, by accepting the Terms and Conditions and registering via the Contact Form, holds a User Account and uses the Services provided on the Website.
8. **User Account** - the space made available to the User within the ITCompare Website, allowing the User to use the Services. The Customer accesses the Customer Account by means of a Login and Password. The Customer logs into their Customer Account after registering or otherwise gaining access from ITCompare.
9. **Registration** - all technical activities performed with the use of tools available on the ITCompare Website, the purpose of which is to set up an Account, in particular submitting a statement of acceptance of the content of the Terms and Conditions, filling in the registration form with the required User data.
10. **Password** - a sequence of alphanumeric characters specified by and assigned to the ITCompare User. The Password is required to log in to the Customer Account or Demo Account. The User is obliged to keep the Password strictly confidential (not to disclose it to any third party). The password can be changed in the settings of the Customer or demo account.
11. **Login** - the individual and unique identifier of an ITCompare User on the ITCompare Site.
12. **Software** - the software owned by ITCompare and any updates to it that receives, processes and analyses the visits collected when using the Service.
13. **Website** - the website belonging to the Service Provider, within which the Service Provider provides the Services. The Website is located at the following addresses: [www.itcompare.pl](http://www.itcompare.pl).
14. **Service(s)** - the functionality of the ITCompare Service to which the User is given electronic access based on the Terms of Service.
15. **Service Provider** - Administrator of the ITCompare Website, Webfield Sp. z o.o., with registered office in Gdańsk, 3B Lęborska Street, 80-386 Gdańsk, NIP 5833190889, registered in the District Court of Gdańsk, VII Economic Division of the National Court Register under KRS No. 0000591826, REGON 363241225, share capital of PLN 205,000.00 fully paid up, providing services for the benefit of Users by making available the resources of the IT system, including the ITCompare website.

16. **Documentation** - means any accompanying documentation made available to you by ITCompare in any format (electronic and non-electronic).
17. **Advertisement** - all types of advertisements of the Advertiser placed on the ITCompare Service, including advertisements presenting contracts of employment or orders/services.
18. **Advertiser** - an employer or personnel consultancy agency who, by publishing a job advertisement, wishes to recruit an employee or uses other services offered by the Service.
19. **Advertiser** - an individual seeking employment, other gainful employment or wishing to make use of other services offered by the Service.
20. **Package** - a set of services selected by the User and provided by ITCompare.
21. **Price list** - a list of prices for all services offered on the Website.
22. **Rules and Regulations** - these Rules and Regulations together with all the appendices mentioned in their content.
23. **ITCompare** - Webfield Sp. z o.o. with its registered office in Gdańsk, ul. Lęborska 3B, 80-386 Gdańsk, NIP 5833190889, registered in the District Court of the City of Gdańsk, VII Economic Division of the National Court Register under KRS No. 0000591826, REGON 363241225, share capital of PLN 205,000.00 fully paid in, being the owner of ITCompare.
24. **Agreement for the provision of Services (Agreement)** - an agreement for the provision of Services by electronic means concluded between the User and ITCompare upon the User's acceptance of the Terms and Conditions, under the terms and conditions set out in the Terms and Conditions. Acceptance of the Terms and Conditions is tantamount to the conclusion of the Agreement for the provision of Services by electronic means without the need to conclude any separate agreement in this respect.
25. **ITCompare Website** - a group of websites and applications at <https://ITCompare.pl> operated by ITCompare.

## §2

### GENERAL PROVISIONS

1. The Regulations constitute the rules and regulations referred to in Article 8(1)(1) of the Act of 18 July 2002 on the provision of electronic services and specify:
  - 1) types and scope of Services provided electronically;
  - 2) the terms and conditions for the provision of the Services by electronic means, including:
    - a) the technical requirements necessary for ITCompare to work with the information and communication system used by ITCompare,
    - b) Prohibition on the supply of unlawful content by Users,
  - 3) the rules for the use of the ITCompare Site and the Services offered by ITCompare,
  - 4) rights and obligations of ITCompare and Users,
  - 5) conditions for the conclusion and termination of the Agreement for the provision of Services by electronic means,
  - 6) rules on the protection and processing of Users' personal data,
  - 7) complaint procedure.
2. The Service Provider shall provide the Services in accordance with the Terms and Conditions.
3. Users are obliged to comply with the provisions of the Rules.
4. Advertisers are obliged to provide only true and up-to-date data.
5. The use of selected Services requires an Account. The creation and possession of an Account is free of charge.
6. The Terms and Conditions are at all times freely available to the User at the following address: URL: <https://ITCompare.pl/pl/docs/terms-of-service> together with the possibility to obtain, reproduce and record its content by means of the ICT system used by the User.

7. The use of the ITCompare Website and the Services requires that the terminal device and the ICT system used by the User meet the minimum Technical Requirements.
8. The advertisements on the Service are for information purposes only and are publicly available. Reading the job advertisements does not result in a contractual legal relationship between ITCompare and a third party.
9. Access to some of the chargeable Services is possible after the User has selected and paid for the Package of his/her choice.
10. ITCompare reserves the right to restrict access to selected Services offered through the ITCompare Site in the cases set out in the Terms and Conditions.

### § 3

#### TYPES AND SCOPE OF SERVICES PROVIDED BY ITCOMPARE

Under the terms of the Terms and Conditions, ITCompare provides the following Services to Users free of charge and for a fee in accordance with the price list or on the basis of an individual price offer:

1. Registration, creation and use of an Account.
2. Posting, browsing and searching on the Announcement Service.
3. Promoting Advertisements.
4. Recommending Advertisements.
5. Applying for Ads.

### §4

#### CONDITIONS FOR THE PROVISION OF SERVICES

##### **I. REGISTRATION, CREATION AND USE OF AN ACCOUNT**

1. The creation of a Customer Account is carried out through Registration. In order to complete the Registration, the User is obliged to complete the registration form made available within the ITCompare Website in accordance with the rules indicated below and to send the completed registration form electronically to ITCompare.
2. In the registration form, the User is obliged to provide data marked as mandatory. In the registration form, the User also has the possibility to provide optional data or to give optional consents for the processing of his/her personal data according to the formulas provided in the registration form.
3. Registration and further use of the ITCompare Website and access to the Services is subject to the User's acceptance of the content of the Terms and Conditions. Acceptance of the Terms and Conditions is tantamount to the conclusion of the Agreement without the need to conclude any separate agreement in this respect.
4. ITCompare also accepts the possibility of entering into a separate agreement with the User for the provision of the Services, including in writing. In this case, the Terms and Conditions will form an integral part of the agreement, unless the parties agree otherwise.
5. Registration is conditional on ITCompare activating the Account and granting the User access to the Account.
6. After a correctly completed and activated Registration, the User may access his/her User Account by logging in to the ITCompare Website using his/her Login and Password.

7. After logging into the Account, the user has the possibility of editing his/her data and voluntarily adding additional information.
8. The user is obliged to:
  - a. to provide only true, current and all required data in the registration form when creating a Customer or Demo Account,
  - b. promptly update any data, including personal data, provided during Registration, in particular as far as this is necessary for the proper provision of the Services,
  - c. keep your Login and Password confidential.

## § 5

### FURTHER TERMS AND CONDITIONS OF SERVICE

#### **I. Posting, browsing and searching for advertisements on the website**

1. Only Advertisements that comply with these Terms and Conditions will be posted on the Service. It is forbidden for bots or other automated programmes to fill in and validate the Announcement forms.
2. The notice must be in Polish or English.
3. The advertisement must contain a genuine offer and must be clear, understandable, reliable and not misleading with regard to information on the subject matter and conditions of the Advertisement.
4. The content of the Advertisement should reflect the Advertiser's true intention, should be complete, truthful, non-discriminatory and not misleading.
5. The advertisement, its subject matter and content must comply with the law and good morals, in particular with respect for the personal rights, copyrights and intellectual property of the advertiser, other users and third parties.
6. The advertisement must contain all information required by the Service Provider, including the company logo, remuneration presented in PLN.
7. The Administrator shall have the right to remove or block an Advertisement which does not comply with the requirements of the Regulations, contains illegal content or violates personal rights of third parties. The Advertiser may be required to immediately change the content of the Advertisement within a set deadline of 1 working day. This shall not apply if the Advertisement violates generally applicable laws, the Regulations or rules of social conduct. In the event of the removal of an Advertisement, the Advertiser shall not be entitled to any claim.
8. The Administrator is not responsible for the content of the advertisements, their truthfulness, timeliness, reliability and existence of the Advertiser.
9. In consideration of the use of the services, the Advertiser shall pay the fees due for the services provided under the terms of the Price List.
10. The User may only have and use one account on the Website, the Administrator has the right to block the others.
11. The advertisement appears on the site for a period of 30 days from the date of publication, and/or until the Advertisement becomes obsolete.
12. By publishing an Advertisement, the content contained therein, including logos, telephone number, email address and other personal data, the Advertiser voluntarily makes them public and thereby agrees to disclose them to other Users of the Website.
13. An advertiser may only place one advertisement for the same item/good/service.

14. In order to publish an Advertisement, the Advertiser should complete the Registration form available on the Website, validate and submit for publication. The Advertisement shall be published on the Website upon payment, no later than 2 days from the date of payment by the Advertiser.
15. The Administrator of the Website reserves the right to make necessary corrections and suggestions to the content of the Advertisement, which will be communicated to the Advertiser prior to publication.
16. The data of Advertisers who apply for an Advertisement directly via the form provided by the Advertiser will not be processed on the Website.
17. The personal data of the Announcers may be used for the purposes of recruitment assignments that may be carried out by the Service Provider.
18. In the Advertisement, the Advertiser must include the information clause and the consents required for the recruitment process. If this is not the case, ITCompare, will include the default required consents and the information clause, the contents of which will be presented to the Advertiser prior to publication of the Advertisement. ITCompare will not be held responsible for any failure to adapt the aforementioned contents to the Advertiser's actual intentions.
19. As part of the Website, the User has the possibility to search for and view Advertisements posted on the Website.

## **II. Promotion of notices**

1. The Service reserves the right to promote posted Ads through social media, referrals or other entities with which the Service Provider cooperates. The advertiser agrees to publish their Advertisement in whole or in part.
2. The service allows the promotion of advertisements, which is subject to payment according to the Price List.
3. After completion of the promotion service, the ad is presented on a general basis.
4. VAT invoices for ferrying services are issued and sent to the advertiser's specified e-mail address, once payment has been made.

## **III. Recommending an announcement**

1. As part of the service, the Service informs the User of new offers, or offers tailored to the User's preferences and interests by:
  - a) Sending of matched Advertisements in the form of an email to the email address provided by the User. The User may block the sending of notifications in the Account Settings or elsewhere indicated on the Website.
  - b) Telephone contact by a recruiter of the Service Provider, who independently verifies the available Advertisements and, based on the information stored in the User Account, to the telephone number provided in the User Account or in the CV document, in order to recommend selected Advertisements. During the interview, the recruiter may ask for additional information required for the recruitment process. The Service Provider may share the User's data with the Advertiser, after obtaining the User's consent. The User may opt out of telephone contact in the Account Settings or elsewhere indicated on the Service.

#### **IV. Applying for advertisements.**

1. As part of the Service, the Advertiser has the option to respond to an Advertisement using the Application Form. In order to use the Advertisement Application Service, it is required to have a User Account and to complete the Application Form. In particular, data such as:
  - a) name,
  - b) e-mail address,
  - c) telephone number,
  - d) enclosing a CV or other recruitment documents required by the advertiser.
2. In selected cases, the Advertiser may apply for the Advertisement directly using the form provided by the Advertiser or the Advertiser's email address.
3. The information provided in the Application Form should be a genuine response to the Announcement, should be complete, truthful and not misleading.

#### **§ 6**

##### **CONCLUSION AND TERMINATION OF THE CONTRACT**

1. The contract for the provision of services is concluded online by logging in and completing the appropriate registration form, which is provided on the Website.
2. The service contract may be limited in time.
3. The contract for the provision of Services by electronic means shall be terminated:
  - a. as a result of its termination by either Party,
  - b. in the case of paid services, at the end of the period for which the Service has been paid for,
  - c. in the case of a contract of indefinite duration with one month's notice.
4. ITCompare may at any time block the User's access to the Account or suspend the Service in the cases indicated in the Terms of Service.
5. ITCompare may unilaterally terminate the Agreement with immediate effect in the event that the User:
  - a. infringes the provisions of the Rules of Procedure,
  - b. uses the Service, the Software in a way that may endanger the interests of ITCompare or third parties, including other Users,
  - c. breaches the rules of fair business, in particular by failing to comply with the law,
  - d. contravenes the generally applicable principles of IT security by failing to adequately protect its equipment from external attacks,
  - e. uses the Services in a manner that may lead to interference with the proper functioning of the ITCompare Site, the Services, the Software,
  - f. disseminates computer viruses or malware,
  - g. attempt to change or make changes to the parameters

#### **§ 7**

##### **ITCOMPARE WEBSITE TERMS OF USE**

1. ITCompare reserves the right to modify the technical manner in which the Services are provided, in accordance with the scope and conditions of its authority and in accordance with its technical capabilities.

2. In order to ensure the security of the transmission of messages and in connection with the Services provided, ITCompare shall take technical and organisational measures appropriate to the security risk of the Services provided.
3. In particular, the user is obliged to:
  - a. use the Services offered by ITCompare in a manner consistent with applicable law, the provisions of these Terms of Use, as well as with custom and rules of social coexistence, including in a manner that is not disruptive to other Users and ITCompare and does not interfere with the work of ITCompare ITCompare or ITCompare Sites,
  - b. timely payment of the invoice and other fees and costs agreed by the User and ITCompare,
  - c. not to provide or transmit on the ITCompare Website any content that is prohibited by applicable law, in particular content that violates the copyrights of third parties or their personal rights,
  - d. not taking actions such as:
    - a. posting any content on the ITCompare Website that violates the law (prohibition of unlawful content),
    - b. taking IT or any other action to come into possession of information not intended for  
User data, including that of other Users,
    - c. to modify in an unauthorised manner the content provided by ITCompare, in particular that provided as part of the ITCompare Website,
    - d. abuse of rights granted to the User by ITCompare or by law, in a manner contrary to the social economic purpose of the right in question or to the principles of social co-existence.
4. ITCompare shall not be liable in any way whatsoever for infringement of the rights of third parties or for causing any damage to third parties as a result of and in connection with the activities carried out by the User (in particular the scope, manner and content of the Services used by the User) using the data collected by the User in connection with the Services provided.
6. You must notify ITCompare immediately of any infringement of your rights in your use of the ITCompare Site, as well as of any infringement of the rules set out in the Terms and Conditions.
7. ITCompare may terminate the User's right to use the ITCompare Site, as well as may restrict the User's access to part or all of the resources of the ITCompare Site or the Services offered by ITCompare, with immediate effect, in the event that the User violates the Terms and Conditions, and in particular if the User:
  - a. has provided untrue, inaccurate or out-of-date data on the ITCompare Website that is misleading or infringes the rights of third parties,
  - b. has violated the personal rights, in particular the personal rights of other Users, through the ITCompare Website,
  - c. has engaged in any other conduct that is inconsistent with these Terms of Use or that is deemed by ITCompare to be reprehensible conduct, in violation of applicable laws or general Internet usage rules, to be contrary to the purposes of establishing the ITCompare Site, or to be detrimental to the good name of ITCompare.
8. A person who has been disqualified from using the ITCompare Website may not register again without the prior consent of ITCompare.

9. You may, at any time during the availability of the ITCompare Site, request the deletion of your Account. By submitting a request for deletion of the Account, the User relinquishes further use of any Services paid for on the ITCompare Website. By submitting a request for deletion of the Account by the User, the User shall be deemed to have submitted a declaration of termination of the Agreement in accordance with § 6(3) of the Terms and Conditions, unless something else is clearly apparent from the statements or instructions of the Customer.

## § 8.

### FEES

1. Users are required to pay fees for the Services provided, subject to the terms and conditions set out in the price list or as individually agreed with the Website.
2. The prices specified in the price list or prices agreed individually are net prices, to which VAT must be added at the rate specified by law.
3. Payment for the Services provided shall be charged to the User in advance, excluding deferred payment invoices. Making payment will indicate that the User wishes to use the paid Service.
4. Payment will be made by proforma invoice.
5. Paid services will be available to the User once the payment has been credited to the Service Provider's account.
6. Payment can be made by electronic payment, the update of the payment method will be specified each time on the Website.
7. The invoice will be sent to the User's e-mail address once the payment has been credited to the account, within 7 working days from the date the funds have been credited to the bank account, unless the parties agree otherwise.
8. The user agrees to the sending of invoices electronically, unless the parties agree otherwise.
9. The Service Provider reserves the right to apply promotional prices, discounts and complete exemption from charges for the use of the services offered on the Website.
10. The Service Provider reserves the right to change the Price List at any time, which will not affect the cost of Services purchased before the Price List was updated.
11. Changes to the price list do not constitute an amendment to these Terms and Conditions.
12. The Service Provider also provides for the possibility of placing orders for the Services offered by the Website by telephone.
13. The Service Provider provides for the possibility of an individual offer prepared for the User. An invoice will be issued for this type, which the User undertakes to pay.
14. In the event of non-payment of the invoice within the expected payment period, the Service Provider is entitled to withdraw from the contract for the provision of the Service, after informing the User, without contractual notice.
15. The User shall not be entitled to a claim for a refund or price reduction if the User cancels the service earlier than before the expiry of the term for which the Contract was concluded.
16. The invoice data will be taken from the User's account or as individually agreed.
17. If you conduct business in an EU territory other than Poland, you are required to provide a valid, correct and VIES-verifiable individual VAT identification number.

## § 9.

### PROTECTION OF CONFIDENTIAL INFORMATION



1. Confidential Information includes all proprietary data and any other information disclosed by one party to the other party in any form, including those marked "confidential". For the avoidance of doubt, Confidential Information includes, but is not limited to, the Software, Documentation, Reports, Login, Password and any User data.
2. Confidential information is not information that is already in the public domain or that is already in the possession of the receiving party with the consent of the disclosing party, obtained and developed prior to disclosure and without the use of confidential information.
3. Without prejudice to the provisions of the Terms and Conditions to the contrary in this respect, neither party shall use or disclose the other party's Confidential Information without the other party's prior written consent, except to perform its obligations under the Agreement or if required to do so by generally applicable law, the Terms and Conditions, an authorised regulatory request or a court order. In such case, the party compelled to disclose the Confidential Information shall give notice to the other party to the extent practicable before disclosing such information.
4. Upon termination or expiry of the Agreement, the parties shall promptly return or destroy all Confidential Information and any media containing such information and, upon request of the other party, provide a written record of such return or destruction.
5. You are responsible for protecting the confidentiality of your Login and Password provided to you by ITCompare and for any use or misuse of the ITCompare Site, Software, Account, Documentation resulting from the actions of any third party using your Password or Login. You agree to notify ITCompare immediately of any unauthorised use of your Account or any other known breach of security.
6. The obligation of confidentiality shall continue during the term of the Agreement and for a period of 5 years after its termination or expiry.

#### § 10.

##### PROTECTION OF USERS' PERSONAL DATA

1. ITCompare is the controller of Users' Personal Data and processes such Personal Data in accordance with the principles set out in the **Privacy Policy which forms an integral part of these Terms and Conditions** - available here <https://ITCompare.pl/pl/docs/privacy-policy>.
2. The Service Provider uses cookies and other similar technologies on the Website for the purposes necessary for the performance of the Services, for analytical and marketing purposes.

#### § 11.

##### RESPONSIBILITY

1. ITCompare undertakes to ensure the highest possible quality of the Services and to exercise due care in the performance of the Services.
2. ITCompare is not responsible for the content of the Announcements published.
3. The provision of incorrect or incomplete identification data by the User may result in the non-performance or incorrect provision of the Service.
4. ITCompare does not guarantee the Advertiser that Application Forms will be submitted for a particular Advertisement.

5. ITCompare shall not be liable for any damage caused to third parties as a result of Users using the Services in a manner contrary to the Terms and Conditions or the law.
6. ITCompare shall not be liable for any damage incurred by users of the Service due to incorrect recording or reading of information.
7. ITCompare shall not be liable for the content and form of materials provided by Users through the Services that infringe the law or the legally protected rights of third parties.
8. ITCompare shall not be liable for lost profits.
9. The aggregate liability of ITCompare, irrespective of the legal basis for its assertion and from all legal titles combined, is limited to PLN 1,000 (in words: one thousand), unless otherwise provided for in the Agreement.
10. ITCompare makes every effort to ensure that the Service operates correctly. In the event of a failure of the Service, the Administrator will endeavour to rectify the failure immediately.
11. ITCompare may make improvements or changes to the ITCompare Site the Service, the Software at any time. If ITCompare extends the Service with new or additional features or capabilities ITCompare reserves the right to change the terms of the Service.
12. ITCompare does not guarantee that the Service will operate at all times or during any downtime:
  - a. caused by interruptions to public networks, grids or servers,
  - b. caused by failures of the Customer's equipment, systems or local access services,
  - c. for pre-planned maintenance or repair work,
  - d. caused by events arising from force majeure, which shall be deemed to be events that the Administrator could not have foreseen and which were caused by circumstances beyond his control.

## § 12

### PROPERTY RIGHTS, TRADEMARK PROTECTION AND ADVERTISING

1. The Service, which includes the Software, and all intellectual property rights in the Service and the Software are and shall remain the property of ITCompare. All rights not expressly granted to the Customer in the Agreement are expressly reserved and retained by ITCompare without restriction.
2. The materials and content posted in the Advertisement and any other materials and content made available by Users on the Website shall not infringe the rights of third parties, in particular the copyrights and personal rights of third parties.
3. The Customer authorises ITCompare to use the Marks comprising the trademarks, service marks and other indications individualising the User (the "**Marks**") for use by ITCompare in advertising, information materials and publications relating to the cooperation of the Parties, subject to the terms and conditions set out in this clause.
4. The Customer grants ITCompare a non-exclusive, non-transferable and limited licence to use the copyright in the Marks, and ITCompare acquires this licence.
5. The granting of the licence is free of charge.
6. The licence is granted in the Republic of Poland and on the Internet, and to this extent ITCompare is entitled to use the Marks on the ITCompare Website, including on the homepage and on tabs containing information about ITCompare's affiliates and in advertising and information materials.
7. ITCompare is obliged to use the Marks in a manner consistent with the specifications, standards and guidelines of the Customer and in accordance with generally applicable provisions of Polish law and good practice.

8. Third parties are not entitled to use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other rights relating to the Service for any purpose without the express consent of ITCompare.
9. All graphic elements, rights to the content of the Site, technical solutions and other elements of the Site are subject to legal protection in terms of copyright and related rights vested in the Service Provider or other authorised entities.
10. You may not register, attempt to register or assist a third party to register any trademark, trade name, ITCompare Site marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ITCompare.
11. You may not remove, obscure, alter any copyright, trademark or other proprietary right notice appearing on or in connection with the Service.

### § 13

#### COMPLAINTS

1. The User has the right to make complaints about the Services.
2. Complaints may be submitted by post to the following address: Webfield Sp. z o.o., 3b Łęborska Street, 80-386 Gdańsk or by e-mail to: kontakt@itcompare.pl, with the subject line: "Complaint".
3. The complaint should include:
  - a. name or full name of the complainant and Login,
  - b. correspondence address (in the case of a complaint made by letter) and e-mail address (in the case of a complaint made by e-mail),
  - c. a detailed description of the event giving rise to the report,
  - d. indication of the claimant's demands.
4. Complaints may be filed within 60 (sixty) days from the date of occurrence of the event giving rise to the complaint. The date of the postmark on the envelope with the letter of complaint shall be decisive for compliance with the time limit for complaints submitted by post, and for complaints submitted by e-mail - the date of sending the complaint by e-mail.
5. Complaints submitted by letter or sent by e-mail within the deadline indicated in paragraph 4 above, containing the data and information indicated in paragraph 3 above, shall be considered.
6. Upon receipt of a complaint, ITCompare will respond to it within 14 working days from the date of delivery of the complaint. Once the complaint procedure has been exhausted, the User has the right to pursue unsuccessful claims in a common court of competent jurisdiction according to the provisions of the Code of Civil Procedure.
7. ITCompare is responsible for the complaints procedure.

### § 14

#### AMENDMENT TO THE RULES OF PROCEDURE

1. The Terms and Conditions shall enter into force on the date of their publication on the ITCompare Website.
2. ITCompare reserves the right to amend the Terms and Conditions in the event of, among other things, the occurrence of one of the following important reasons:
  - a. a change in the law governing the provision of the Services affecting the mutual rights and obligations set out in the Agreement or a change in the interpretation of the aforementioned law as a result of court rulings, decisions, recommendations or recommendations of authorities or bodies competent in the matter,

- b. a change in the way the Services are provided due to technical or technological reasons,
  - c. change the scope or manner of the Services by introducing new Services or withdrawing existing Services.
- 3. In the event of changes to the content of the Terms and Conditions, the User has the right to terminate the Agreement within 14 days of being notified of the change to the Terms and Conditions. In this case, the Agreement shall be terminated after a 1-month notice period, whereby during this period the User shall be bound by the existing provisions of the Terms and Conditions. .
- 4. If changes are made to the Terms and Conditions, ITCompare will make the consolidated text of the Terms and Conditions available by publishing them on the ITCompare Website and will also notify the User by email of the change to the email address provided in the Account.

#### §. 15

##### FINAL PROVISIONS

- 1. The Agreement shall be governed by the laws of Poland, and the courts of the Republic of Poland shall have jurisdiction unless otherwise provided by mandatory provisions of law. Any disputes between ITCompare and the User shall be submitted to the common court in Gdansk.
- 2. ITCompare may modify the technical manner in which the Services are provided, in particular for reasons of a technological nature (development of browsers and technology), but without impairing its quality and without affecting the scope of the rights and obligations of the User and ITCompare.