

Website Terms Use <https://thecodest.co/>

This Website Terms Use apply to Codest's website at <https://thecodest.co/> ("Website"). YOUR USE OF WEBSITE CONSTITUTES YOUR AGREEMENT TO THESE WEBSITE TERMS USE; IF YOU DO NOT AGREE TO THEM, DO NOT USE THE WEBSITE.

- 1. Website.** Website <https://thecodest.co/> is provided by Codest Ltd., Office 303b, 182 -184, High Street North, E6 2JA London, United Kingdom, e-mail: contact@thecodest.co ("**Codest**"). Codest operates the Website and is responsible for the proper provision of the Electronic Services of the Website. A customer is any natural person who uses the Website and Electronic Services ("**Customer**"). There is not possible to conclude a contract with the Codest for the provision of services other than Electronic Services referred to in the Website Terms Use.
- 2. Copyright Law.** Codest owns all rights to the Website and materials presented therein, including logotypes. Such content may constitute works within the Copyright Law, or may constitute registered trademarks and be subject to legal protection.
- 3. Website Terms Use.** These Website Terms Use set out the terms and conditions for the use of Website by the Customer, and in addition: (i) the conditions for concluding and terminating an agreement for the provision of Electronic Services of the Website, (ii) terms and conditions of provision of Electronic Services, (iii) rules of making and considering complaints, (iv) principles of Codest liability. Before using the Website, the Customer is required to read the Website Terms Use and the Privacy Policy. Use of the Website constitutes the Customer's agreement to the Website Terms Use and Privacy Policy. Acceptance is voluntary but is a condition for the use of Electronic Services. The Website Terms Use are available free of charge via the Website.
- 4. Technical specifications.** The condition of using Website or Electronic Services is to use a device communicating with the Internet and equipped with a web browser. The minimum technical specifications: (i) an installed and up-to-date operating system on the device, (ii) an updated web browser, (iii) stable Internet connection, (iv) active e-mail account. Codest is not a provider of data transmission or telecommunication services. All costs related with data transmission services or telecommunication services required for use of the Website or Electronic Services shall be borne by the Customer under separate agreements concluded by the Customer with providers of these services.
- 5. Electronic Services of the Website.** Codest shall provide electronic services to Customer via the Website ("**Electronic Service**"). The Electronic Services consist of a contact form ("Contact Form") and chatbot ("Chatbot"). Through the Contact Form the Customer may contact with Codest in order to apply for the recruitment process, make an appointment to present the Codest's offer or otherwise, at the Customer's discretion. The use of Electronic Services is free of charge. Subject to other express provisions of the Website Terms Use, Electronic Services are provided 24 (twenty-four) hours a day, 7 (seven) days a week, at the request of the Customer.
- 6. Chatbot.** Codest shall provide free of charge to Customers the opportunity to use a Chatbot. Chatbot is an automated tool that allows Customers to have real-time conversations to get answers to questions about Codest's services. Using of Chatbot will begin when Customer open a Chatbot window, for the duration of using of

Chatbot by Customer, until Customer close it. Customer may start and stop using Chatbot at any time. Chatbot may collect and process personal information from Customers, as described in the Privacy Policy.

7. **Electronic Services Agreement.** An Electronic Services Agreement is concluded when the Customer enters the required data in the Contact Form and sends them to Codest by pressing the "Submit" or similar button. The Customer shall provide the following information in the Contact Form: (i) form in connection with recruitment: full name, e-mail address, attachment, (ii) form in connection with the other contact with Codest: name or name company, e-mail address. The acceptance of Website Terms Use and Privacy Policy by marking the appropriate consent placed under the Contact Form, is mandatory and necessary to use of Electronic Services. Lack of acceptance prevents the use of Electronic Services. The Electronic Services Agreement is concluded for a fixed period and terminates at the time of the implementation of Electronic Services, i.e. sending information via Contact Form to the Codest. Electronic Services are not continuous. Electronic Services Agreement is concluded in the English language.
8. **Personal Data.** Codest is the Controller of Customer's personal data processed on the Website in connection with the use of Electronic Service. Personal data shall be processed for the purposes, to the extent and on the basis indicated in the Privacy Policy.
9. **The Customer's Obligations.** The Customer is obliged to use the Website and Electronic Services in a manner consistent with the law and the Regulations, including: (i) use the Electronic Services in a manner that does not violate the rights of third parties, good customs or the law, (ii) not to place in the Contact Form any misleading or illegal content, (iii) to use Electronic Services and Website in a manner that does not interfere with their functioning.
10. **Standard risks related with the use of the Internet.** Codest informs that the public nature of the Internet and concluding Electronic Services Agreement may be associated with the standard risks related with the use of the Internet, including the risk of obtaining, appropriation or modification of Customer's data by unauthorized persons. Consequently, the Customer should use appropriate technical measures to minimize the risk, including antivirus programs or to protect the identity of persons using the Internet.
11. **The Codest's Liability.** To the extent permitted by law, Codest is not responsible for: (i) acts and omissions of telecommunication operators and service providers, which are used by the Customer to access the Website and Electronic Services, (ii) interruptions or difficulties in access to the Website and Electronic Services caused by necessary technical interruptions, failures of telecommunication links, or caused by force majeure, (iii) the Customer's actions inconsistent with the Website Terms Use, including damages caused to third parties as a result of using Electronic Services by the Customer in a manner inconsistent with the Website Terms Use and the law.
12. **Complaints.** In matters relating to the Electronic Services Agreement, the Customer has the right to make a complaint. The complaint should include at least the following information: (i) the name and last name of the Customer, (ii) e-mail address of the Customer, (iii) description of circumstances justifying the complaint. Complaints not

containing these data indicated above, will not be recognized by Codest. Complaints may be sent to Codest' address, i.e. Office 303b, 182 -184, High Street North, E6 2JA London, United Kingdom or to the e-mail address: contact@thecodest.co. Complaints will be considered by Codest within 30 days of receipt. Codest will inform the Customer on the way of making the complaint to the e-mail address indicated in the complaint.

13. **General.** Codest is entitled to make changes to the Websites Terms Use for important reasons, in particular in the case of changes in the conditions of Electronic Services, suspension of Electronic Services or their liquidation in whole or in part, as well as in the case of changes in the provisions of law in the scope affecting the implementation of the provisions of the Website Terms Use. All changes of the Website Terms Use take effect from the date of their publication on the Website and apply only to the Electronic Services Agreement concluded after the publication of the changes.
14. **Governing Law and Jurisdiction.** Electronic Services Agreement shall be governed by Polish law. Any disputes that may arise on the basis of Electronic Services Agreement, will be settled by Polish court of law.
15. **Methods of out-of-court dispute resolution.** The Customer who is a consumer has the right to use out-of-court ways to deal with complaints and claims. Disputes relating to Electronic Services Agreement concluded via the Internet can be resolved through mediation proceedings before the Provincial Inspectorates of Trade Inspection or arbitration proceedings at the Provincial Inspectorate of Trade Inspection. The consumer may also use other methods of out-of-court dispute resolution and e.g. file his/her complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.
16. The current Website Terms Use was adopted and it applies from 20.01.2022