



TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES IN THE SAAS SYSTEM

§1 Introductory provisions

1. These terms and conditions, hereinafter referred to as the "Terms", define the rules for the provision of electronic services by the Service Provider via the website at www.requi.eu (hereinafter referred to as the "Website") in the software as a service (SaaS) system.
2. The website is the property of Game Time Project sp. z o.o. based in Wrocław, address: Św. Mikołaja st., no. 51/52, 50-127 Wrocław, entered into the register of entrepreneurs kept by the District Court for Wrocław-Fabryczna, 6th Commercial Division of the National Court Register under KRS number 0000403668, NIP: 8943036292, REGON: 021771698, referred to in the Terms as "Game Time Project" or "Service Provider".
3. By submitting an order for the provision of Services by the Service Provider, the Service Recipient concludes an agreement with the Service Provider and confirms that he has read the Terms, accepts the provisions contained therein and undertakes to comply with them. The Terms constitute the sole content of the parties' agreements regarding the provision of Services by the Service Provider.

§2 Definitions

1. Service Recipient - an entrepreneur within the meaning of art. 431 of the Civil Code (a natural person, legal person or an organizational unit without legal personality) for which the Service Provider provides the Service;
2. Service - the service of access to the Requi computer program provided by the Service Provider to the Service Recipient;
3. Requi - a computer program constituting a work within the meaning of the Act of February 4, 1994 on Copyright and Related Rights, offered by the Service Provider in the SaaS system and via the Website;
4. Website - the website of the Service Provider operating at: www.requi.eu; and enabling the Service Recipient to access Requi as part of the Service provided;
5. Ordering System - the functionality of the Website enabling the Service Recipient to place orders for the Service;
6. Registration Form - a form available on the website www.gtp.pl enabling the registration of the Service Recipient on the Website, through which the Service Recipient can access the Service;
7. Account - the space on the Website where the Service Recipient's data is stored (provided by the Service Recipient in the Registration Form), to which the Service Recipient obtains access after logging in using the login and password;
8. Subscription - a fee paid by the Service Recipient for using the Service in accordance with the rates specified in the Price List and for the period provided for in the selected type of Subscription;



9. One-time Fee - a fee paid by the Service Recipient for the use of the Service in accordance with the rates specified in the Price List and providing the Service Recipient with the Service for a specific number of tests;
10. Price list - a document made available on the Website, specifying the amount of current fees for using the Service;

§3 Subject of the agreement

1. The subject of the Services provided is to grant the Service Recipient access to the Requi program, which is designed to diagnose the psychological profile of its user employing the virtual environment of a computer game. The result of such a study is analyzed by Requi and the Service Recipient is presented with the result of this analysis in the form of a report containing a description of the candidate's psychological profile, consisting of a verbal description, visualization of the results obtained and suggestions for appropriate management.
2. The user who uses Requi is not identified by the Service Recipient on the basis of his personal data, but on the basis of an individual identification, which is then assigned to the report prepared by the Service Recipient.
3. All Requi functionalities and the scope of services provided are described by the Service Provider on the Website.

§4 Service provision

1. Under the conditions set out in the Terms and using the Website, the Service Provider provides a service to the Service Recipient in the form of enabling the Service Recipient to use the functionality of the Requi computer program in the SaaS system (Service). In order to gain access to the Service, the Service Recipient fills in the Registration Form available on the Website and creates an Account.
2. The service in the form of keeping an Account on the Website is provided by the Service Provider from the moment the Account is created by the Customer until the User submits the instruction to delete the Account. The service of maintaining the Service Recipient's Account is free of charge.
3. The service constituting the subject of the agreement is made available (activated) after the Customer sets up an Account, accepts these Terms and selects a Subscription.
4. In order to use the Service, the Service Recipient should have:
 - 1) a computer device with the Windows, Linux, macOS or equivalent operating system installed,
 - 2) access to the Internet that guarantees uninterrupted access to the Website with a capacity of at least 10 Mb / s, with a web browser that supports OpenGL tools,
 - 3) a correctly configured web browser.
5. The Service Recipient's orders for the Service are accepted and registered by the Service Provider 24 hours a day throughout the calendar year.
6. A prerequisite for the execution of an order for the Service is registration by the Service Recipient in the Ordering System. Providing the correct e-mail address of the Service Recipient is necessary to confirm the acceptance and confirmation of the order. Orders that cannot be confirmed within 4 business days will be canceled.
7. The Service Provider reserves the right to verify the orders placed, in particular to determine whether they come from persons authorized to make declarations of will on behalf of the Service Recipient. Service orders for which there are any doubts may be canceled by the



Service Provider. The Service Recipient will be informed of this fact via e-mail to the e-mail address provided during registration or otherwise.

8. The Service Provider activates the Service immediately after placing an order by the Service Recipient via the Ordering System and after receiving from the Service Recipient all the Service Recipient's data necessary to start the Service. In exceptional circumstances, the order processing time (Service activation) may be extended. If, after the Service Provider has received all the required information, the activation of the Service does not take place within 7 days of placing the order, the Service Recipient has the right to withdraw from the concluded agreement on the basis of an appropriate statement submitted to the Service Provider within 3 days from the fulfillment of the conditions for withdrawal.
9. Subscription rates are given in the Price List on the Website, expressed in Polish zlotys and include VAT (gross price). Subscriptions offered in the Price List may provide for various billing periods, which depend on the frequency of issuing invoices by the Service Provider.
10. According to the package selected by the Service Provider, providing for a specific billing period, the Service Provider generates an appropriate invoice. If the Service Recipient is a VAT payer, he should provide his NIP number in the order. The invoice is delivered in electronic form to the Customer's e-mail address provided during the Account registration. By entrusting the Service Provider with the provision of Services, the Service Recipient accepts the settlement method consisting of the issuance of electronic VAT invoices by the Service Recipient without the issuer's signature.
11. The duration of the paid Subscription starts on the day the Service is activated by the Service Provider.
12. The Service Recipient has the right to change the Subscription at any time before the end of the term of the current Subscription. For this purpose, the Service Recipient should use the tools available in the Account or notify the Service Provider of this fact via e-mail or via the form available on the Website. The duration of the changed Subscription starts after the end of the current Subscription.
13. After the Service Recipient makes the payment for the changes to the Subscription, the agreement for the provision of the Service will be automatically extended for another period, in accordance with the selected Subscription. Otherwise, the agreement for the provision of the Service shall be terminated upon the expiry of the subscription period.
14. The Service Recipient may pay a One-Time Fee in the amount and type specified in the Price List, on the basis of which he will gain one-time access to the Service for a specified number of users. After the use of the Service by all users under the paid One-Time Fee, the agreement for the provision of Services will be terminated.
15. Changes to the Price List are announced on the Website by publishing the current Price List. Changing the Price List does not change the price for a Subscription paid by the Service Recipient before the publication of the amended Price List.

§5 Conclusion and termination of the agreement

1. The conclusion of the agreement takes place when one of the following events occurs:
 - 1) in the scope of the Account management service - setting up an Account by the Service Recipient and the Service Recipient's first login to the Account, using the Service Recipient's login and password. For this purpose, the Service Recipient is obliged to provide the Service Recipient's data in accordance with the facts,
 - 2) in the scope of the Service - the effective submission of an order by the Service Recipient to provide the Service via the Ordering System.
2. Termination of the agreement for one of the following events:



- 1) in the scope of the Account maintenance service:
 - a) the Service Recipient submits an instruction to delete the Account via e-mail to the e-mail address of the Service Provider or in writing to the address of the Service Provider's registered office,
 - b) the Service Provider finds inactivity on the Service Recipient 's Account for a period of 1 year. The inactivity consists in particular in the Service Recipient's failure to log into the Account;
- 2) in the scope of the Service:
 - a) at the end of the period for which the Service Recipient has paid the Subscription, unless the Service Recipient pays for the Subscription for the next period before the end of this period,
 - b) after using the access to the Service by all users as part of the paid One-time Fee.
3. Notwithstanding the above conditions, the Service Provider reserves the right to limit or deprive the Service Recipient of the right to use the Services by blocking or deleting the Account, which may occur, inter alia, in the event of a breach by the Service Recipient of the provisions of the Terms or provisions of generally applicable law or other influence of the Service Recipient on the Website inconsistent with the Terms or generally applicable provisions the law, after the Service Recipient has been summoned to stop the violations and the additional deadline for complying with the Service Provider's request has expired to no avail. If the Service Provider uses the above measures, the Subscription fees paid by the Service Recipient are not refundable.

§6 Complaints

1. Complaints regarding the provision of the Service may be submitted by the Service Recipient via e-mail to the following address: office@requiu.eu within 14 days from the occurrence of irregularities in the provision of the Services or their settlement, which are the subject of the complaint.
2. The content of the complaint regarding non-performance or improper performance of the Service should include:
 - 1) contact details of the Service Recipient,
 - 2) a precise description of any irregularities in the provision of the Service,
 - 3) date of occurrence and duration of the indicated irregularities.
3. Complaints regarding settlements, including those regarding payments under the Subscription, should indicate: the invoice number, the date of its issue and the irregularity found in the invoice.
4. Complaints will be considered by the Service Provider immediately, not later than within 30 calendar days from the date of receipt of the complaint. If it is necessary to perform additional diagnostic activities, the Service Provider reserves the right to extend the above period, according to the requirements related to additional verification activities. The Service Provider will inform the Service Recipient about the method of considering the complaint by e-mail.
5. Complaints may not be accepted if:
 - 1) the person submitting the complaint has not paid the Subscription and does not have the right to use the Service, unless the complaint relates to the settlement of the previously paid Service and inactive at the time of filing the complaint,
 - 2) the failure to perform the Service was caused by a failure of the operating system, other software of the Service Recipient or computer hardware (computer, server, computer network) of the Service User on which the Service is provided,



- 3) Reqiu is used by the Service Recipient on equipment that does not meet the minimum system requirements or does not have technical parameters enabling the proper launch of the Service, including the amount of data processed,
- 4) the complaint is the result of infection of the Service Recipient 's computer or computer network by viruses, trojans or spyware,
- 5) the complaint is caused by the Service Recipient's problems with the internet connection used, including its breakdowns, too low connection parameters or its instability. This applies in particular to cellular, radio or satellite lines;
- 6) the cause of the complaint is the loss of data after the end of the period for the provision of the Service;
- 7) the cause of the complaint is other circumstances, the occurrence of which is the result of an act or omission of the Service Recipient.

§7 Responsibility

1. The Service Provider shall not be liable in the event of any disruptions in the performance of the Service caused by force majeure, state of emergency, equipment failures, power outages, interruptions in connection with the Internet, unauthorized interference of the Service Recipients or third parties, incorrect operation of telecommunications systems, software installed on the Service Recipient's computer equipment.
2. The Service Provider's liability for damages related to improper performance of the Service covers all losses incurred by the Service Recipient. Any liability for damages of the Service Provider arising in connection with this agreement is limited to the amount of the Subscription paid by the Service Recipient for the period in which the improper performance of the service took place. This limitation of liability shall apply irrespective of the legal basis of the claim asserted, unless the liability in a different amount is determined by the mandatory provisions of law.
3. The Service Provider is not responsible for the loss of data, in particular, the Service Provider is not responsible for the loss of data collected by the Service Recipient as part of using the Service, and deleted by the Service Provider from the Service Provider's servers or other data carriers as a result of the Service Provider's termination of use of the Services and removal of the Account. based on the provisions of the Terms.
4. The Service Provider does not guarantee that the Service will meet all the expectations of the Service Recipient. It is in the interest of the Service Recipient to get acquainted with the Reqiu functionalities and the scope of the Service provided before concluding the agreement.

§8 Personal data protection

1. The administrator of personal data is the Service Provider, i.e. Game Time Project sp. z o.o. based in Wrocław, address: Św. Mikołaja st., no. 51/52, 50-127 Wrocław, entered into the register of entrepreneurs kept by the District Court for Wrocław-Fabryczna, 6th Commercial Division of the National Court Register under KRS number 0000403668, NIP: 8943036292, REGON: 021771698, with which the Service Recipients can contact at the address e-mail: office@reqiu.eu.
2. The Service Provider administers the personal data of the Service Recipients who are natural persons and the personal data of the employees of the Service Recipients or natural persons acting on their behalf when concluding the agreement.
3. The Service Provider does not process personal data of people using Reqiu as part of the provision of the Service, unless the Service Recipient requests it from the Service Provider.



The result of the research carried out with the use of Requi is anonymised, and the Service Provider at no stage of providing the Services does not gain access to personal data other than those indicated in sec. 2. Personal data of people participating in the test conducted with the use of Requi are archived in the environment made available to the Service Recipient by the Service Provider and may be processed by the Service Provider on the basis of entrusting this data by the Service Recipient, who then acts as the personal data administrator.

4. The personal data is processed by the Service Provider in accordance with the provisions on the protection of personal data, including in particular 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 (hereinafter "GDPR").
5. Personal data is processed by the Service Provider in order to:
 - 1) perform the agreement for the provision of Services (pursuant to Article 6 (1) (b) of the GDPR);
 - 2) fulfillment of the Service Provider's legal obligation (pursuant to Article 6 (1) (c) and (3) of the GDPR);
 - 3) pursuing or securing claims (pursuant to Article 6 (1) (f) of the GDPR),
 - 4) presenting commercial offers, if the Service Recipient has consented (pursuant to Article 6 (1) (a) of the GDPR).
6. Providing personal data is voluntary, however, failure to provide personal data will result in the inability to perform the contract for the provision of Services. In order to gain access to the Services, it is necessary to create an Account by providing an e-mail address. In order to gain access to the full range of Services, it may be necessary to provide the following types of data:
 - 1) name and surname,
 - 2) telephone number,
 - 3) e-mail address,
 - 4) contact address or business registration address,
 - 5) tax identification number.
7. The personal data of the Service Recipient, who is a natural person, voluntarily provided to the Service Provider in connection with the process of creating the Service Recipient's Account and in connection with the orders submitted by the Service Recipient, are stored on the Service Provider's server, located in the territory of the Republic of Poland, at the Service Provider's seat or at the seat of the operator associated with the contract with Service Provider and are processed in accordance with the Act of August 29, 1997 on the Protection of Personal Data (Journal of Laws of 2002, No. 101, item 926, as amended).
8. The Service Recipient declares that the personal data provided by him is true and is responsible for providing false data.
9. Withdrawal by the Service Recipient of consent to the processing of his personal data will be tantamount to termination of the agreement for the provision of Services, the Service Provider in such a case shall not be liable for the inability to perform his obligations and the fees paid under the Subscription are not refundable.
10. The Service Provider provides the Service Recipients with the right to access their data and the right to rectify, delete, limit processing, the right to transfer data, the right to object to the processing of personal data.
11. The Service Provider may refuse to delete personal data, if further processing of such data by the Service Provider is permitted under the law.



12. The Service Recipient has the right to lodge a complaint with the supervisory authority, if he considers that the processing of his personal data violates the provisions on the protection of personal data.
13. The personal data may be transferred to entities authorized to receive them under applicable law, including the competent judicial authorities. The personal data may also be transferred to third parties indicated by the Service Provider in connection with the services provided to the Service Recipients as part of the Services provided, that is partners providing:
 - 1) technical services, including hosting (including data storage in the so-called cloud), regarding the development and maintenance of IT systems and websites,
 - 2) debt collection services,
 - 3) bookkeeping and accounting services,
 - 4) advisory and consulting services,
 - 5) online payment services.
14. The personal data will not be transferred to a third country / international organization.
15. The personal data are protected by the Service Provider against their disclosure to unauthorized persons, as well as other cases of their disclosure or loss, and against destruction or unauthorized modification of the indicated data and information, through the use of appropriate organizational security, as well as technical and programming safeguards, in especially data encryption systems.
16. The personal data will not be processed in an automated manner and will not be subject to profiling.
17. After finding a breach of the protection of personal data entrusted by the Service Recipient, the Service Provider reports it to the Service Recipient without undue delay after detecting the violation.
18. Issues related to the protection and use of non-personal data (so-called cookies) are regulated in the Privacy Policy posted on the Website.
19. The Service Provider has the right at any time, without giving any reason, to disable the Website in order to make improvements or carry out the necessary repairs and maintenance. These works, apart from exceptions resulting from random events, will be carried out, if possible, in the evening hours or on public holidays.
20. Technical breaks in the operation of the Website may not be the basis for submitting any claims on the part of the Service Recipients and any other persons.

§10 Intellectual Property Rights

1. Content available on the Website and Requi, including in particular trademarks, company names, logos, photos, other multimedia content and any other works contained therein, within the meaning of the provisions of the Act of February 4, 1994 on Law, used on the Website. copyrights and related rights enjoy the protection provided for in the provisions of generally applicable law.
2. Using the Website on the basis of an agreement concluded with the Service Provider does not constitute the acquisition of any intangible property rights to works on the Website. In particular, it is forbidden, without the prior written consent of the Service Provider, to copy, distribute, use or modify any components of the Website and Requi.

§11 Final provisions

1. The Regulations and the Price List are available to the Service Recipient without time and territorial restrictions on the Website, and at the Service Recipient's request, they may also



be delivered in electronic form in a PDF file to the e-mail address provided by the Service Recipient.

2. The Service Provider reserves the right to amend the content of the Regulations, subject to the protection of acquired rights. The Service Provider shall inform each Service Recipient about changes to the Terms via e-mail and by publishing the amended Regulations on the Website. The amended Terms bind the Service Recipient, unless he terminates the agreement for the provision of Services by electronic means within 21 days from the date of notification of the changes to the Terms.
3. If any of the provisions of the Terms are or become invalid or ineffective, this does not infringe the validity of the remaining provisions. In matters not covered by the Terms, the provisions of generally applicable law will apply. The agreement concluded by the parties is subject to Polish law and the jurisdiction of Polish courts.
4. In case of any possible disputes, the Service Provider and the Service Recipients undertake to settle by mutual negotiations, and in the event of failure to reach an agreement within 30 days from the commencement of negotiations, these disputes will be submitted to a common court competent for the seat of the Service Provider.
5. The Terms come into force on: 01.06.2020