

# **Terms & Conditions**

## 1. General Provisions

1. These Terms and Conditions specify:
  - a. the rules, scope and terms of providing the Service electronically by the Service Provider, and the rules of excluding the Service Provider liability due to service provision,
  - b. rights and obligations of Service Recipients.
2. The Service Provider provides the Service electronically in accordance with the Terms and Conditions.
3. The Service Recipient shall comply with the Terms and Conditions from the moment of taking action aimed at using the Service.

## 2. Definitions

1. Service Provider – entity providing services electronically under these Terms and Conditions, i.e. Onwelo SA with its registered office in Warsaw at: Karolkowa 30; 01-207 Warszawa.
2. Entrepreneur – an individual conducting business operations, a legal person or an organizational unit without legal personality which conducts business operations.
3. Service Recipient – an entrepreneur who has ordered the Service.
4. Service – free trial of HelloAstra provided by the Service Provider electronically for 60 days via the Service Provider's Website, which is accessible after registration.
5. Website – the Service Provider's website at [www.helloastra.com](http://www.helloastra.com).
6. Service Recipient's Content – files uploaded to the Service and stored by the Service Recipient in the Service, including but not limited to files related with the recruitment process.

## 3. Access to the Service

1. The Service is offered only to the Entrepreneur on whose behalf an account has been registered on the Website, in accordance with these Terms and Conditions.
2. The Service Recipient confirms that if he/she is an individual (i.e. not an entity), he / she has completed 18 years of age and he / she is legally allowed to use the Service and takes full responsibility for choosing and using the Service.
3. Access to the Service requires the Service Recipient to register on the Website and have an individual username (login) and password.
4. In order to use the Website, the User should have Internet access and use one of the web browsers which make it possible to display HTML documents on the computer screen, with cookies enabled.

## 4. General Terms and Conditions for the Service Provision

1. In order to register in the Service, the Service Recipient needs to correctly fill in the registration form on the Website.
2. When sending the registration form, the Service Recipient represents that:
  - a. the data included therein are true and complete;
  - b. the data entered by them do not infringe on any third party rights;
  - c. they have read the Terms and Conditions, accept their content and undertake to comply with them.
3. The Service Provider shall start providing the Service immediately after receiving and verifying the registration form sent by the Service Recipient (within 48 working hours of receiving the form).
4. The Service Recipient gains access to the account through a unique ID and password.

5. At the e-mail address [contact@helloastra.com](mailto:contact@helloastra.com), the Service Provider receives support requests which the Service Provider will process within 5 working days.
6. The Service Provider provides the service free of charge for 60 days from sending an e-mail with Service activation data.
7. After the end of that period, access to the Service will be possible after the Service Recipient purchases Activation for the selected Package. Subscription terms and payment terms will be presented before the end of Service provision at the Service Recipient's request.
8. The manner of the Service Provider's use of the Service Recipient's personal data provided in the course of registration and using the Service is specified in the Website's Privacy Policy.

## **5. Rights and Obligations of the Service Provider**

1. The Service Provider provides free access to the Service for a specific time (60 days).
2. The Service Provider shall ensure the highest quality of provided services. However, in certain circumstances the Service may be interrupted due to maintenance, upgrade and emergency repairs or due to a failure of telecommunications lines and equipment.
3. The Service Provider reserves the right to:
  - a. temporarily suspend the Service provision for the purpose of upgrade and maintenance without prior notification to the Service Recipients;
  - b. create storage limits in relation to the Service at its own discretion at any time with notice – when the capacity use is excessive (according to the Service Provider's sole discretion) in order to protect the Service's availability for all Service Recipients,
  - c. send technical messages related to the Service's functioning to Service Recipients' e-mail addresses,
  - d. terminate the service provision and delete the Service Recipient's account if it is found that the Service Recipient has violated the Terms and Conditions or the law, or if effective service provision is impossible for reasons attributable to the Service Recipient.
4. The Service Provider reserves the right to introduce changes to the Service at any time and for any reason in order to improve the Service. If said change will affect using the Service, it will be communicated.

## **6. Rights and Obligations of Service Recipients**

1. The Service Recipient shall use the Service in accordance with the law and these Terms and Conditions. When using the Service, the Service Recipient may not violate any laws of their jurisdiction.
2. The Service Recipient hereby represents that:
  - a. they have the right and capacity to conclude these Terms and Conditions and be bound by them; and
  - b. they will comply with all applicable laws and regulations regarding the use of the Service by the Service Recipient; and
  - c. they agree to comply with these Terms and Conditions.
3. The Service Recipient may not use the Service in a manner which is contrary to law or good practice or which infringes on third party's personal rights or the Service Provider's legitimate interests.
4. The Service Recipient must not make their login and password available to third parties.
5. The Service Recipient is responsible for all uploaded Content of the Service Recipient and all activities performed via the account or as part of it. Any dishonest or unauthorized use of the Service may result in terminating the Service Recipient's right to use the Service.
6. The Service Provider uses other external service providers (such as network provider, data centers, tele-coms) to provide the Service.

- 7. The Service Recipient will be the Data Controller as defined in GDPR (Regulation (EU) 2016/679) with regard to all personal data processed as part of the Service, including but not limited to data included in the Service Recipient's Content. The Service Recipient will request the Service Provider to sign a data processing agreement (DPA) if such personal data are being processed in the Service. At such request, the Service Provider will offer the Service Recipient a DPA which meets all the requirements set forth in Article 28 of GDPR.**

## 7. Limitation of Liability

- The Service Provider shall not be liable for a temporary restriction or suspension of the Service operation due to technical reasons or force majeure. In particular, the Service Provider shall not be liable for unavailability of the Service's resources as a result of telecommunications system failure or for other consequences of faulty operation of telecommunications lines and damage caused by them.
- The Service Provider shall not be liable for damage resulting from the use of or inability to use the Service.
- Moreover, the Service Provider shall not be liable for:
  - any damage caused to third parties as a result of using the Services by the Service Recipients in violation of the Terms and Conditions or the law;
  - loss of data by the Service Recipient as a result of external factors (e.g. cable, hardware, software failure) or other circumstances out of the Service Provider's control (actions of third parties);
  - damage caused by lack of Service continuity as a result of circumstances for which the Service Provider is not responsible (force majeure, acts and omissions of third parties, etc.)
  - entering untrue or incomplete information by Service Recipients at registration.

## 8. Service Termination

- The Service Provider shall terminate the provision of Service after 60 days. After the end of the Service provision period, access to the Service will be possible after the Service Recipient purchases Activation for the selected Package at the Service Recipient's request.
- The Service Recipient may terminate the Service at any time by sending a request by e-mail to [contact@helloastra.com](mailto:contact@helloastra.com).
- Terminating the Service will result in deactivating or deleting the Service Recipient's account and access to the Service Recipient's account.
- The Service Recipient may download or request the Service Recipient's content within 30 days of terminating the Service. After that period, any Service Recipient's Content will be permanently deleted from the Service.

## 9. Copyright and Content Ownership

- The Service is intended only for the Service Recipient's use and may be used only in accordance with the Terms and Conditions. All materials in the Service, including text, data, graphics, logo, tools, photos, images, audio, video and animations, are the property of the Service Provider and are protected by Polish and international copyright law. All trademarks, service marks and trade names are the property of the Service Provider and/or third parties.
- All intellectual property rights of the Service Recipient to the Service Recipient's data and Content are and remain the property of the Service Recipient.

## 10. Final Provisions

1. The Service Recipient may file complaints related to the Service operation. Complaints shall be sent by e-mail to [contact@helloastra.com](mailto:contact@helloastra.com).
2. A correct complaint should include the following data:
  - a. Service Recipient's data (name, e-mail address, phone number);
  - b. description of the problem constituting the basis for complaint.
3. The Service Provider shall make efforts to reply to complaints within 14 days of their receipt. The Service Provider shall inform the Service Recipient about the result of processing the complaint by e-mail to the address provided when filing the complaint.
4. The Service Provider reserves the right to change the Terms and Conditions at any time.
5. If the Terms and Conditions change, they will be communicated to the Service Recipient by placing them on the Website.