

Terms and Conditions for the Provision of Electronic Services within the Crowd Hunter Service

(effective as of 8 May 2026)

I. Definitions

Terms written with a capital letter in these Terms and Conditions have the following meanings:

- 1. Administrator / Admin** – a role within a User's Team Account (Employer's or Agency's) granting full management rights over the Account, including inviting and removing Team Members, publishing Projects, accepting Candidates, confirming settlements, and editing company data.
- 2. Employment Agency (Agency)** – an entity conducting business under the Act of 20 March 2025 on the Labour Market and Employment Services (Journal of Laws 2025, item 620, as amended), holding the status of an employment agency.
- 3. Referral Bonus (Bonus)** – the remuneration amount (monetary reward) due to the Referring Party upon Project Completion, in accordance with the rules of these Terms and Conditions and the conditions specified in the Project by the Project Owner. The Bonus is expressed in PLN, USD, EUR, or GBP. The minimum Bonus amount is PLN 1,000 or equivalent in another supported currency (USD 300, EUR 300, GBP 300).
- 4. Personal Data** – information relating to an identified or identifiable natural person (within the meaning of Article 4(1) GDPR), processed in connection with the use of the Service (including data of Users and Candidates referred to Projects).
- 5. Editor** – a role within a Team Account granting operational rights to publish and edit Projects, accept Candidates, and confirm settlements, without rights to manage Team Members or company data.
- 6. Candidate** – a natural person referred to a Project (a potential employee or collaborator sought by the Project Owner).
- 7. Account** – a collection of resources maintained by the Service Provider for the User under a unique name (login, which is an email address), in which the User's data and information about their activities within the Service are stored.
- 8. Team Account** – an Account assigned to an Employer or Agency, which may be accessed by multiple authorised Users acting in different roles (Administrator, Editor, Viewer).
- 9. Quantitative Limits** – quantitative thresholds imposed by the Service on certain User activities (publishing Projects, referring Candidates, resending messages to Candidates), set depending on the Account's trust level, aimed at protecting the Service from abuse and ensuring its proper operation.
- 10. Guarantee Period** – a period defined in the Project (counted from the date of the Candidate's employment), expressed in months, after the expiry of which the Bonus becomes due to the Referring Party, provided that the continuity of the Candidate's employment is maintained.
- 11. Referral Validity Period** – a period of 9 months counted from the date of the Candidate's referral, during which the referral of the Candidate remains valid. If, within this period, the Candidate is employed by the Project Owner (or an affiliated entity) in the position covered by the Project or another position not separately defined in the Service, the employment shall be deemed to have occurred on the recommendation of the Referring Party.

12. **Privacy Policy** – the Service Provider's document describing the detailed rules for processing Personal Data in the Service, constituting an integral supplement to these Terms and Conditions, available at <https://www.crowdhunter.io/>.
13. **Bonus Settlement Confirmation (Confirmation)** – an electronic bilateral declaration made in the Service, whereby the Referring Party confirms receipt of the Bonus payment and the Project Owner confirms its execution. Upon receipt of both declarations, the Service generates a consolidated document constituting additional evidence of settlement.
14. **Employer** – an entity conducting business activities (legal person, organisational unit, or natural person – entrepreneur) seeking employees or collaborators, using the Service for the purpose of publishing job offers (Projects).
15. **Public Profile** – an optional public profile of a Recruitment Agency, made available at <https://www.crowdhunter.io/>, visible to all visitors of the Service after activation of the appropriate toggle in the Account settings by the Agency's Administrator.
16. **Project** – a recruitment project published in the Service by the Project Owner, constituting a job or cooperation offer. The Project description includes, among others, the job title, expected Candidate competencies, form of employment, working time, referral Bonus amount, and Guarantee Period, as well as other information provided by the Owner.
17. **Commission** – remuneration due to the Service Provider from the Project Owner upon Project Completion, amounting to 15% of the Bonus amount specified in the Project. The Commission is presented to the Project Owner each time at the moment of Project publication and is payable by the Project Owner after Project Completion, on the terms set out in these Terms and Conditions.
18. **Viewer** – a role within a Team Account granting exclusively the right to view Account data, without the ability to publish Projects, accept Candidates, or edit data.
19. **Referral** – an activity consisting in recommending a Candidate for a given Project via the Service, performed by the Referring Party by completing the Referral Form, providing the Candidate's data, attaching their CV, and submitting the required declarations.
20. **Referring Party (Referring User)** – a User who refers (recommends) a Candidate for a Project via the Service. The Referring Party may be a natural person (acting as a consumer) or an Employment Agency.
21. **Service (Crowd Hunter Service)** – an internet service available at <https://crowdhunter.io>, constituting an online platform owned by the Service Provider, enabling publication of Projects by Employers and Agencies and referral of Candidates by authorised Users.
22. **Services** – all services provided electronically by the Service Provider via the Service to Users, in particular services consisting in: enabling Account registration, providing the functionality of publishing Projects, searching and browsing Projects, referring Candidates to Projects, communication between Users within the Service, notifying about the progress of recruitment, settling Bonuses, as well as other services described in these Terms and Conditions.
23. **Service Provider** – Professionals Group spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered office in Warsaw (ul. Grzybowska 80/82, unit 700, 00-844 Warsaw), entered in the entrepreneurs' register of the National Court Register under number 0000906685, NIP 5272922236, REGON 389986112. The Service Provider is the owner of the Service and the entity providing Services through it. The Service Provider holds the status of an employment agency (KRAZ entry number: 23835). Contact address: contact@crowdhunter.io.

24. User – a natural person who has reached the age of 18 and has full legal capacity, or a legal person or organisational unit without legal personality, who has obtained access to the Services of the Service through Registration. A User may be in particular:

- a) a consumer – an adult natural person using the Service in their own name, for purposes not directly related to their business or professional activity (e.g., occasionally referring candidates);
- b) an Employer – an entity (including a natural person – entrepreneur) using the Service for the purpose of publishing Projects and hiring referred Candidates;
- c) an Agency – an entity operating commercially in the field of recruitment or employment mediation (e.g., a recruitment agency) using the Service both in the role of publishing Projects and referring Candidates.

On behalf of a User who is a legal person or organisational unit, activities in the Service are performed by a duly authorised representative.

25. Identity Verification – the process of confirming the User's identity at the time of Registration and during use of the Service, including verification of the email address (confirmation of the link in the activation message) and verification of the phone number (entry of a one-time SMS code sent by the Service Provider using reCAPTCHA security provided by Google LLC).

26. Project Owner (Owner) – the User (Employer or Agency) who created and published a given recruitment Project in the Service. The Project Owner sets the Project conditions (job description, requirements, Bonus amount, etc.) and is obliged to pay the Bonus to the Referring Party upon Project Completion and to pay the Commission to the Service Provider.

27. Team Invitation – an action by the Administrator of a Team Account consisting in sending an invitation to another natural person to join the Team Account of the Employer or Agency in a specified role (Admin, Editor, Viewer). The Invitation binds the Account Administrator until it is accepted by the invited person or revoked by the Administrator. An unactivated Invitation is subject to periodic review and may be deleted after 90 days from its sending.

28. Account Registration (Registration) – a one-time activity consisting in completing the registration form made available in the Service and creating an Account, resulting in the conclusion of the Agreement for the Provision of Services by Electronic Means on the terms set out in these Terms and Conditions.

29. Agreement for the Provision of Services (Agreement) – an agreement concluded between the Service Provider and the User upon successful Account Registration, the subject of which is the use of the Service's functionality (Services) in accordance with these Terms and Conditions. The Agreement is concluded for an indefinite period and may be terminated on the terms described in Section XII of the Terms and Conditions.

30. Employment – the establishment of a legal relationship between the Candidate and the Project Owner (or an entity affiliated with the Owner) as a result of a referral made via the Service. This may include in particular an employment contract, a contract of mandate, a contract for the provision of services, a contract for specific work, a B2B contract, or any other form of employment or cooperation permitted by law, appropriate for the given position.

31. Project Completion – the employment of the Candidate referred to a given Project, the Candidate's completion (maintenance of continuous employment for) the full Guarantee Period specified in the Project, and continuation of employment for at least one day after the expiry of the Guarantee Period.

II. General Provisions

1. These Terms and Conditions set out:

- a) the rights and obligations of the Service Provider and Users related to the provision of Services by electronic means via the Service;
 - b) the rules of liability of the Service Provider for the provision of Services, as well as the rules for using the Service by Users;
 - c) the conditions for concluding and terminating Agreements for the Provision of Services and the complaint procedure.
2. The Service Provider provides Services by electronic means in accordance with these Terms and Conditions and the applicable provisions of law, in particular the Act of 18 July 2002 on the Provision of Electronic Services, the Act of 30 May 2014 on Consumer Rights, the GDPR, and Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services (DSA).
3. The User is obliged to use the Service in accordance with the Terms and Conditions, applicable law, and good practices. It is prohibited for the User to provide content of an unlawful, offensive nature or violating the rights of third parties.
4. A User of the Service may be: a natural person with full legal capacity (acting as a consumer or as an Employer / Agency, if conducting business activity), a legal person, or an organisational unit without legal personality – upon successful Account Registration. A natural person may use the Service's functionality in their own name or as a duly authorised representative of an Employer or Agency.
5. The scope of Service functionality available to the User depends on the type of User selected during registration, in particular:
 - a) Users registered as consumers (natural persons not conducting business activity) and Agencies have access to functionality related to referring Candidates to Projects published in the Service;
 - b) Users registered as Employers or Agencies have access to functionality enabling the creation and publication of Projects (job offers) in the Service and the management of the recruitment process within such Projects.
6. The User may not use their Account for activities contrary to the provisions of the Terms and Conditions or applicable law. In particular, it is prohibited to:
 - a) provide information in the Service that is untrue or misleading;
 - b) post any unlawful content, content infringing the rights of third parties, or content contrary to good practices;
 - c) use other Users' Accounts without authorisation and share one's own Account with third parties (with the exception of sharing the Account with one's duly authorised representative within a Team Account);
 - d) refer Candidates without obtaining prior acceptance from such persons for the transfer of their personal data to the Service (details in Section V);
 - e) circumvent, attempt to circumvent, or abuse Quantitative Limits, security mechanisms, moderation mechanisms, or other technical protection measures of the Service;
 - f) use the Service for the automated downloading, scanning, or processing of other Users' data (so-called scraping) without the express written consent of the Service Provider.
7. The User should promptly notify the Service Provider of any known instance of violation of these Terms and Conditions, as well as of any unlawful content or activities identified in the Service. Notifications should be directed to the Service Provider's contact address (Section I, item 23). The detailed procedure for reporting content contrary to law is described in Section XIV, item 2. Upon receipt of a

notification, the Service Provider shall take appropriate actions provided for by law – including promptly preventing access to the indicated data or functionality if the notification proves credible.

III. Registration, User Account, and Security

1. In the Account Registration process, the User selects the type of User (consumer, Employer, or Agency). By submitting the registration form, ticking the required consents, and accepting these Terms and Conditions and the Privacy Policy, the User expresses their intent to conclude the Agreement. The Agreement is concluded upon successful Identity Verification.
2. During Registration and during subsequent use of the Service, the User is obliged to provide complete and truthful data and to update it promptly after each change.
3. **Email address verification.** Immediately after Registration, the User receives an activation message to the provided email address containing a verification link. Until the email address is confirmed, the User has limited access to the Service's functionality – in particular, they cannot publish Projects or make Referrals.
4. **Phone number verification.** The User is obliged to verify their mobile phone number by entering a one-time code delivered by SMS message. The verification process is secured by the reCAPTCHA mechanism provided by Google LLC. Phone number verification is mandatory – the absence of a verified number prevents access to the User panel.
5. **Profile completion (onboarding).** After successful Identity Verification, the User completes personal data (first name, last name, position), sets their own password (minimum 8 characters), and decides whether to accept selected categories of marketing communication (Section XI). Acceptance of marketing communication is voluntary and does not constitute a condition for using the Service.
6. **Password and access protection.** The User is obliged to keep their password confidential. Sharing the password with third parties is not permitted. The User bears responsibility for the consequences of disclosing the password to unauthorised persons.
7. **Password change.** The User may change their password in the Account settings at any time. Changing the password in logged-in mode requires re-authentication (reauthentication) with the current password. The User is notified of every password change by email.
8. **Password reset.** In the event of loss of a password, the User may initiate the reset procedure by entering their email address on the relevant page of the Service. A reset link with a single-use token valid for 60 minutes will be sent to the provided address. After the token has been used or has expired, the link ceases to work. Confirmation of a successful password reset is sent to the email address associated with the Account.
9. **Change of email address.** The change of the email address associated with the Account proceeds in two stages:
 - a) information about the initiation of the change is sent to the current email address;
 - b) an activation message containing a verification link with a single-use token valid for 60 minutes is sent to the new email address. Clicking the link confirms the change.
10. **Team Account and roles.** An Employer's Account and an Agency's Account may have the nature of a Team Account – multiple Users may have access to a single Account, assigned to one of the following roles:
 - a) Administrator (Admin) – full rights (see Section I, item 1);
 - b) Editor – operational rights (see Section I, item 5);

c) Viewer – viewing rights only (see Section I, item 18).

The role of each Team Member is determined by the Administrator at the time of sending the Team Invitation and may be changed or revoked at any time.

11. **Team Invitations.** The Administrator of a Team Account may invite another natural person to the Team by specifying their email address and target role. The invited person receives an email message containing a link to set their own password and complete their profile. Until the invited User's first login, the Account remains in the status of an unactivated invitation. An unactivated Invitation may be deleted by the Administrator at any time; periodic review of invitations takes place every 90 days.
12. **Language preferences.** The User may select their preferred interface language. This choice also affects the language of email messages sent by the Service Provider.
13. **Company logo / avatar.** A User registered as an Employer or Agency has the right to add a graphic file depicting a logo to their Account. A User may add a profile picture (avatar) to their Account. It is prohibited to post logos or avatars infringing the rights or personal interests of third parties. The Service Provider reserves the right to remove graphics violating the Terms and Conditions or law – after prior notification of the User, unless there is a risk of immediate harm to third parties.
14. **Email address as the primary contact channel.** The email address provided by the User is the primary identifier of the User in contacts with the Service Provider. It will be used to send all correspondence regarding the provision of Services (e.g., registration confirmations, system notifications, information about changes to the Terms and Conditions, responses to complaints). The User should ensure that this address is current and active.
15. **Verification of business entities.** In the case of Employer and Agency Accounts, the Service Provider may verify the tax status of the entity by querying the White List of VAT taxpayers of the Polish Ministry of Finance. The result of verification is cached for 30 days. This verification is of an informational nature; a negative result does not automatically block the Account, but may constitute the basis for supervisory actions by the Service Provider.
16. The use of the Service does not require the conclusion of a written agreement. The Agreement for the Provision of Services is concluded with the User at the moment of their Registration, Identity Verification, and acceptance of the Terms and Conditions and Privacy Policy.

IV. Projects (Publishing Job Offers)

1. A User who publishes a job offer (Project) in the Service becomes the Project Owner. When creating the Project, the Owner defines its conditions, specifying, among others:
 - a) the Bonus amount – the amount (gross) due to the Referring Party upon Project Completion (i.e., successful employment of the referred Candidate for the required period). The minimum Bonus amount is PLN 1,000 or equivalent in another supported currency (USD 300, EUR 300, GBP 300);
 - b) the length of the Guarantee Period (1, 2, 3 months, or none);
 - c) the job description and requirements for the Candidate – in particular the job title, scope of duties, legal form of employment (employment contract, contract of mandate, B2B, etc.), working time, expected competencies, qualifications, knowledge of foreign languages or technologies, as well as other relevant information about the offer;
 - d) the work location (including the option of remote or hybrid work);
 - e) the Project validity period.
2. At the time of specifying the Bonus amount in the Project submission form, the Service automatically presents the Project Owner with information about the Commission due to the Service Provider (15%

of the Bonus amount). Acceptance of the Project publication constitutes the Owner's consent to pay the Commission and the Bonus at the specified amounts – in the event of Project Completion.

- 3. Project moderation.** Projects published by Users may be subject to moderation by the Service Provider prior to their public release. Until the Service Provider's decision, the Project remains in the status of awaiting acceptance. The Service Provider endeavours to process moderation applications no later than within 2 business days. Moderation decisions (in particular refusal to publish, hiding, or deletion of the Project) are made in accordance with the procedure described in Section XIV.
- 4. Change of Project conditions.** The Project Owner may edit the job description and Candidate requirements during the Project's duration. The Bonus amount and the length of the Guarantee Period are immutable after the Project is published – a change to either of these parameters requires closing the current Project and publishing a new one.
- 5. Project statuses.** A Project may assume one of the following operational statuses: Open, On-Hold (e.g., temporary suspension of recruitment), Closed (after Completion or as a result of a decision to end recruitment without selecting a Candidate). In the On-Hold status, further Referrals are blocked.
- 6. Closing a Project.** The Project Owner may close the Project at any time using the appropriate function in the Service. In the event of closing a Project, the Personal Data of Candidates referred to that Project who were not hired will be automatically deleted from the Service no later than upon expiry of the Referral Validity Period (9 months) counted from the date of referral. Detailed rules for retention of Candidates' data (including longer periods for hired Candidates' data – 6 years from the end of the year of employment, due to accounting obligations and limitation periods) are described in the Privacy Policy (Section VIII, item 2).

V. Referring Candidates

1. The Referring Party may refer a Candidate to a selected Project only after having first contacted the Candidate and obtaining from that person their willingness to participate in the recruitment process.
- 2. Candidate consent process.** A Referral is deemed to have been made only at the moment the referred Candidate confirms their willingness to participate in the process and expresses their consent to the transfer of their personal data to the Project Owner. The Candidate's decision is made by selecting the 'YES' or 'NO' option in an email message sent automatically by the Service Provider after the referral has been made.
 - a) The deadline for making a decision is 14 calendar days from the date of sending the message.
 - b) If no response is received within the first 10 days, the Service Provider sends an automatic reminder.
 - c) If the Candidate selects the 'YES' option, the Referral is deemed to have been made, and the Candidate's data are made available to the Project Owner.
 - d) If the Candidate selects the 'NO' option, the Candidate's data are not further disclosed and are deleted from the Service within 7 calendar days from the date of refusal.
 - e) In the event of no decision by the Candidate before the expiry of the deadline referred to in point a) above, the Candidate's data are deleted immediately upon expiry of that deadline.
- 3. Candidate's right to withdraw consent.** A Candidate who has given consent may withdraw it at any time. Withdrawal of consent takes place by using the link included in the consent confirmation message. After the consent has been withdrawn, the Candidate's data are deleted from the Service within 7 calendar days. Withdrawal of consent does not affect the lawfulness of processing carried out prior to its withdrawal (Article 7(3) GDPR).

- 4. Multiple referrals.** In the case of referring a Candidate to more than one Project (also by different Owners), the consent process described in item 2 above applies to each Project separately.
- 5.** The Referring Party is obliged in good faith to assess whether a given Candidate meets the basic requirements specified in the Project. Before submitting a referral, the Referring Party should verify the Candidate's qualifications (e.g., by analysing the CV) so that the referral is justified. Full assessment of the Candidate is the responsibility of the Project Owner; a referral does not constitute a guarantee of employment.
- 6. Referral Form.** The referral of a Candidate is made by completing the Referral Form in the Service. It must include the required Candidate data, including attachment of the CV (PDF, DOCX, or equivalent format).
- 7. Declarations of the Referring Party.** Before submitting the Referral, the Referring Party makes two separate declarations in the Form:
 - a)** a declaration acknowledging the information about the necessity of disclosing the Referring Party's data to the Candidate as part of fulfilling the obligation under Article 14 GDPR (first name, last name, email address, company name);
 - b)** a declaration that the transfer of the Candidate's data to the Service has been agreed with the Candidate in advance.Acceptance of these declarations is a condition for submitting the Referral. The Bonus conditions arise from these Terms and Conditions accepted upon Registration and the conditions of the specific Project.
- 8. Effects of a Referral.** The Referring Party, by confirming the Referral and submitting the Candidate's data, accepts the Project conditions, including the offered Bonus amount and the length of the Guarantee Period. A Referral submitted in the Service is equivalent to the conclusion between the Referring Party and the Project Owner of an agreement, the subject of which is the provision by the Referring Party of a candidate referral service, remunerated by the Bonus by the Project Owner upon satisfaction of the conditions set out in the Project and these Terms and Conditions.

VI. Candidate Assessment Process

- 1.** The Project Owner receives, via the Service and email notification, information about each Candidate referred to their Project. This information includes the Candidate's provided data and documents (e.g., CV).
- 2.** The Project Owner is obliged to carry out an initial assessment of the submitted Candidate and decide whether the candidacy will be further considered. The decision should be made and reflected in the Service no later than within 7 days of receiving the referral.
- 3.** At each stage of the recruitment process, the Project Owner should keep the Candidate's status in the Service up to date on an ongoing basis.
- 4.** If the Project Owner decides to hire the referred Candidate, they are obliged to mark this fact in the Service (change the Candidate's status to 'Hired') within no longer than 5 business days from the date of concluding the agreement with the Candidate.
- 5.** The Project Owner undertakes that during the Referral Validity Period they will not hire the referred Candidate for a position other than that specified in the Project, unless the Candidate was referred under another Project published by the same Owner and is being hired under the conditions specified therein (in which case the rules of the new Project apply). The Owner may not intentionally hire the

referred Candidate outside the process specified in the Service or in another position in order to avoid paying the Bonus and Commission.

6. The provision of item 5 also applies to the employment of the referred Candidate by an entity affiliated with the Project Owner (e.g., a subsidiary or associated company), if the employment was the result of the transfer of the Candidate's data received through the Service to that entity.
7. In the event of a breach of the obligations under items 5 or 6 above, the Project Owner is obliged to pay the Referring Party an amount corresponding to the Bonus provided for in the given Project, and to the Service Provider the Commission due to it, as if Project Completion had occurred.
8. **Reminders about employment confirmation.** After indicating in the Service the planned date of the Candidate's employment, the Service automatically sends to the Project Owner reminders about the obligation to confirm the fact of employment and about the approaching end of the Guarantee Period. The reminders are of a purely auxiliary nature – they do not release the Owner from the obligations described in items 3 and 4.

VII. Bonus and Commission for Project Completion

1. The Referring Party acquires the right to receive the Bonus for Project Completion after the following conditions are jointly fulfilled:
 - a) the Referring Party submitted the Candidate's Personal Data to the Service in response to the given job offer, and the Candidate confirmed, in accordance with the process described in Section V, their willingness to participate;
 - b) the Candidate was hired by the Project Owner for the position specified in the Project to which they were referred;
 - c) the Candidate completed (maintained continuity of employment for) the full Guarantee Period;
 - d) the Candidate's employment occurred during the Referral Validity Period;
 - e) during the Guarantee Period, the Candidate and/or the Employer did not terminate, give notice of termination, or declare an intention not to renew the agreement, and after the expiry of the Guarantee Period, the Candidate's employment is continued for at least one additional business day.
2. **Priority of referrals.** If the same Candidate is referred to the same Project by more than one Referring Party, the right to the Bonus belongs to the Referring Party who first made the referral (the date and time of registration of the referral in the system shall be decisive). In the event of uncertainty as to which Referring Party was first, the Service Provider – at the request of the interested parties – will provide information about the date and time of individual referrals (without disclosing the personal data of the Referring Parties).
3. **Candidate already known to the Employer.** If the referred Candidate had previously appeared in the database of candidates of the given Employer (Project Owner), the referral Bonus is not due. The Project Owner should promptly update the status of such Candidate in the Service and, at the Referring Party's request, provide them with information about the date of the Candidate's earlier registration.
4. **Issuing an invoice / providing transfer data.** After the expiry of the Guarantee Period, if the conditions of item 1 are fulfilled:
 - a) a Referring Party who is an entrepreneur (Agency) acquires the right to issue a VAT invoice to the Project Owner for the amount of the Bonus due.

b) a Referring Party who is a consumer should provide the Project Owner with the data necessary to make a bank transfer of the Bonus (first name, last name, residential address, bank account number). If the tax regulations applicable to the Project Owner's registered office impose obligations on the payer, the consumer also provides tax data necessary to fulfil these obligations – in the case of Polish residents, in particular the PESEL number and the name and address of the competent tax office (Article 42a of the Act of 26 July 1991 on Personal Income Tax), and in the case of persons from outside Poland – the national tax identification number (TIN, NIF, NIN, SSN, or equivalent), country of tax residence, and other data required by applicable regulations. The scope of data transferred is limited to the minimum necessary to fulfil legal obligations (Article 5(1)(c) GDPR);

c) the Service Provider acquires the right to issue to the Project Owner a VAT invoice covering the Commission due to it in the amount of 15% of the Bonus amount.

5. Payment deadline. After the conditions of Project Completion are fulfilled, the Project Owner is obliged to make payment: (a) of the Bonus – to the Referring Party and (b) of the Commission – to the Service Provider. The standard payment deadline is 14 days from the date of receipt of the invoice or transfer data, unless the parties agree otherwise.

6. Tax obligations of the parties. The Bonus and Commission amounts provided in the Service are gross amounts (inclusive of all taxes). If the legal provisions applicable in the jurisdiction of the Project Owner or the Referring Party impose on either party tax or reporting obligations related to the payment of the Bonus (in particular obligations of a personal income tax payer, payment of advance taxes, issuance of tax information such as PIT-11, 1099-NEC, PAYE, or equivalent), the party is obliged to fulfil them independently, in accordance with applicable regulations. The Service Provider does not act as an intermediary in the payment of taxes, does not act as a tax adviser, and is not responsible for the accuracy of Users' tax settlements.

7. Limitation of the Service Provider's liability for settlements between parties. The Service Provider shall not be liable for settlements made between the Referring Party and the Project Owner in connection with Project Completion. The Service Provider is not a party to the Bonus payment transaction and does not guarantee the solvency of the Project Owner. Any disputes or delays in Bonus payment should be resolved between the Users, with the reservation that the Service Provider may provide them with the necessary information about the course of the referral and employment process.

8. Bonus Settlement Confirmation. The Service provides Users with the functionality of electronic Bonus Settlement Confirmation, allowing both parties to the transaction to independently indicate that:

a) the Project Owner has made the Bonus payment;

b) the Referring Party has received the Bonus payment.

Upon receipt of mutual Confirmation, the Service generates a consolidated “Bonus Settlement Confirmation” document (available for download in PDF format), containing, among others, the parties’ data, the Bonus amount, the Candidate’s data, and the settlement date. This document constitutes additional evidence of settlement and may be used by either party as evidence, e.g., in the event of a dispute.

The Settlement Confirmation is not a condition for the enforceability or payment of the Bonus (enforceability is governed by items 1 and 5 above). A User may revoke their Confirmation at any time if they consider it to have been submitted in error; revocation restores the settlement status in the Service to pending and is recorded in the audit trail. Revocation of the Confirmation is of a documentary nature only – it does not change the legal or factual effect of the Bonus payment made, nor does it create an obligation for re-payment on the part of the Project Owner. In the event of a

dispute about the fact of payment, external evidence (transfer confirmation, bank statement) shall be binding.

VIII. Public Profile of a Recruitment Agency

1. An Agency may make its Public Profile available on the public page of the Service available at <https://www.crowdhunter.io/>.
2. The Public Profile is made available exclusively on the basis of the voluntary decision of the Agency Account Administrator, expressed by activating the 'Public profile' toggle in the Account settings (Article 6(1)(a) GDPR – consent).
3. The Public Profile is available to all visitors of the Service, regardless of whether they have an Account, and may be indexed by search engines. Activation of the Public Profile constitutes the Agency's informed consent to such disclosure of data.
4. The following Agency data are displayed within the Public Profile:
 - a) company name, NIP, and KRAZ entry number;
 - b) logo;
 - c) registered office address (with geolocation data);
 - d) website address;
 - e) description of activities;
 - f) specialisation / industries served.
5. The Agency Administrator may withdraw the availability of the Public Profile at any time by deactivating the toggle in the Account settings. Deactivation results in the immediate removal of the Profile from the public list.

IX. Quantitative Limits and Abuse Prevention

1. In order to protect the Service from abuse and spam, and to ensure the quality of the Services provided, the Service Provider applies Quantitative Limits. The Limits differ depending on the Account's trust level (determined based on, among others, the User's activity history, successful Project completions, and entity verifications).
2. Quantitative Limits are differentiated across three trust levels (initial, basic, extended). The currently applicable numerical values of the Limits for each level, as well as the criteria for granting levels, are published by the Service Provider in the Service at <https://www.crowdhunter.io/limity> (or an equivalent address indicated in the Service). The Service Provider notifies Users of any significant change to the Limit values by email at least 14 days in advance; a change to the Limit values (while maintaining the three-level structure described in this item) does not constitute a change to the Terms and Conditions.
3. Regardless of the Account's trust level, the number of re-sends of messages (requests for Candidate consent) is limited in accordance with the values published at the address indicated in item 2.
4. Exceeding the Limits results in a temporary blocking of the ability to continue the given activity – with information for the User about the reason, the applicable limit, and the approximate time of its renewal. The Limits do not restrict the User's right to access their own personal data or to exercise other rights arising from the GDPR.
5. The Service Provider may, in justified cases (e.g., recruitment campaigns of increased intensity), individually increase the User's Limits upon their request. The decision to increase the Limits is at the

Service Provider's discretion and takes into account, among others, the previous quality of referrals and successful Project completions.

X. Personal Data Protection

- 1.** The Service Provider is the controller of Personal Data of the Service's Users and other persons whose data are processed in connection with the provision of Services (e.g., Candidates whose data are transmitted via the Service). The Service Provider processes this data in accordance with the GDPR and other applicable personal data protection regulations.
- 2. Roles of controllers.** Upon disclosure of the Candidate's personal data to the Project Owner (following the Candidate's decision in accordance with Section V), the Project Owner becomes a separate controller of this data within the scope of their own recruitment process. The Service Provider is not responsible for further data processing activities carried out by the Project Owner outside the Service. For the convenience of Candidates, a common contact point for personal data matters has been established at the email address indicated in Section I, item 23.
- 3. Information obligation in the Referral process.** Sending a message to the Candidate constitutes fulfilment of the Service Provider's information obligation (Article 14 GDPR). In the message content, the Candidate receives information about the identity of the Referring Party, the source of their data, the scope of data, the purpose of processing, the Candidate's rights, and the deadline for making a decision.
- 4.** A detailed description of the categories of data, legal bases for processing, retention periods, data recipients, transfers outside the EEA, security measures, and the rights of data subjects is contained in the Privacy Policy available at <https://www.crowdhunter.io/>. The Privacy Policy constitutes an integral supplement to these Terms and Conditions.

XI. Electronic Communication and Notifications

- 1.** The Service Provider communicates with Users by electronic means, in particular via:
 - a)** email messages to the address associated with the Account;
 - b)** SMS messages to the verified phone number (exclusively for Identity Verification purposes and security event notifications).
- 2. Transactional notifications.** Transactional notifications (e.g., registration confirmation, message to the Candidate, notification of a new message from another User, notification of a new Candidate referred to a Project, security alerts) are sent in the course of performing the Agreement or fulfilling the Service Provider's legal obligations and do not require separate consent.
- 3. Marketing notifications.** Marketing notifications (e.g., alerts about new job offers, information about new Service features) are sent exclusively on the basis of the User's voluntary, explicit consent expressed:
 - a)** in the registration form by ticking the appropriate option, or
 - b)** in the Account settings by activating the appropriate toggle.Sending marketing communications by electronic means takes place in accordance with Article 398 of the Act of 12 July 2024 – Electronic Communications Law. The User may withdraw marketing consent in the Account settings at any time. Withdrawal of consent results in an immediate cessation of the sending of marketing messages.

4. **Changes to the Terms and Conditions and Privacy Policy.** The User is notified of every planned change to the Terms and Conditions or Privacy Policy by an email message sent no later than 14 days before the date of entry into force of the changes.
5. **Project status information.** The Service sends automatic notifications about events relevant to the Project (e.g., new Referral, change in Candidate status, approaching end of the Guarantee Period). These notifications are of an operational nature and are necessary for the proper performance of the Agreement.

XII. Termination of the Agreement and Account Closure

1. **Termination of the Agreement by the User.** The User has the right to terminate the Agreement at any time by independently closing their Account in the Service (the 'Close account' function available in the profile settings) or by sending a relevant request to the Service Provider (by email or in writing). Termination of the Agreement in this manner takes effect immediately, subject to item 6 below.
2. **Termination of the Agreement by the Service Provider.** The Service Provider has the right to terminate the Agreement with immediate effect in the following cases:
 - a) gross or repeated violation by the User of the provisions of the Terms and Conditions;
 - b) the User posting untrue, unlawful content infringing the rights of third parties or the legitimate interests of the Service Provider;
 - c) using the Services in a manner inconsistent with their purpose (e.g., spamming, attempting to circumvent security measures, circumventing Quantitative Limits, using the Service for purposes other than those intended).

Where possible, before terminating the Agreement, the Service Provider will call upon the User to cease the violations within a specified deadline. Failure of the User to respond or the particular gravity of the violations may result in immediate Account closure. The User will be notified of the termination of the Agreement by the Service Provider by email no later than within 48 hours of the Account closure, along with the reason and information about the right of appeal (Section XIV, item 4).

3. **Refusal of re-Registration.** The Service Provider may refuse to conclude a new Agreement with a person in respect of whom a previous Agreement was terminated under item 2 – in particular where the previous violations were of a serious, intentional nature, bore the hallmarks of fraud or other abuse of the Service, or were contrary to law. The refusal requires a justification provided to the User in response to an enquiry addressed to the Service Provider's contact address. The User has the right to complain under the procedure in Section XIV, item 4.
4. **Anonymisation of data upon Account closure.** In connection with obligations arising from accounting regulations, tax regulations, and the 6-year limitation period for claims, Account closure consists primarily in the anonymisation of its identifying data (first name, last name, email address, phone number, avatar, position) – rather than in the immediate physical deletion of the document. The anonymised Account record, together with the audit log, is stored for a period of up to 6 years.
5. If at the time of closure the Account has not been activated (status 'Invited'), the Account document is physically deleted, without anonymisation.
6. **Obligations arising before termination of the Agreement.** Termination of the Agreement (regardless of the basis) does not release the Project Owner from the obligation to pay all amounts due arising before termination, related to Project Completion. In particular, if before the date of Account closure a referred Candidate was hired, the Project Owner remains obliged, after the expiry of the Guarantee Period, to pay the Bonus due to the Referring Party and to pay the Commission to the Service Provider.

- 7. Closure of an Account with ongoing employment.** If at the time of notification of closure of a Team Account of an Employer/Agency, the Service contains a Candidate in the status 'Hired – during the Guarantee Period', Account closure will be temporarily suspended. The User will be informed of the need to resolve the ongoing employment relationship (expiry of the Guarantee Period, confirmation of settlement, or another method agreed between the parties) before the Account can be closed.
- 8. Transfer of open Bonuses in a Team Account.** If the Administrator of a Team Account closes their Account and the Account contains open (unrealised) Referrals with a Bonus awaiting payment, the Service transfers these Referrals to another Administrator of the company. In the absence of another Administrator, the account will not be closed until the open items have been resolved.
- 9. Closure of an Account by a Referring Party who is a consumer with open Bonuses.** A consumer User closing their Account, who still has unrealised Bonuses due to them, is asked, before closing the Account, to confirm their informed waiver of the right to those Bonuses (forfeiture) or to contact the Service Provider to establish an alternative method of settlement. Confirmation of the waiver is recorded in the Service.
- 10.** A User who is a consumer has the right to withdraw from the Agreement within 14 days of its conclusion, without providing a reason. To exercise the right of withdrawal, the User should submit an unambiguous declaration to the Service Provider – in writing (at the address indicated in the Terms and Conditions) or by email (to the Service Provider's contact address). It is sufficient to send the declaration before the deadline expires. In the event of successful withdrawal, the Agreement is deemed not to have been concluded, and the Service Provider closes the Account in accordance with items 4–5.
- 11.** The Service Provider has the right to close the Account of a User who remains inactive in the Service for a period exceeding 18 months. Lack of activity means absence of logins and absence of any operations on the Account. Closure of the Account for this reason will occur after prior notification of the User (sent to their email address at least 14 days in advance).

XIII. Complaint Procedure

- 1.** The User has the right to submit complaints regarding services provided by the Service Provider. Complaints may be submitted:
 - a)** in writing, to the Service Provider's registered office address: Professionals Group sp. z o.o., ul. Grzybowska 80/82, unit 700, 00-844 Warsaw;
 - b)** electronically, by email to the Service Provider's contact address.
- 2.** A complaint should contain at least: the first name and last name (or company name) of the User, the email address associated with the Account, a description of the event/problem, an indication of the expected method of resolution, and any circumstances that may be relevant to the case. A written complaint should be signed by hand or bear a qualified electronic signature, a trusted signature (Trusted Profile), or a personal signature (e-ID) – in accordance with Article 78(1) of the Civil Code and the Act of 5 September 2016 on Trust Services and Electronic Identification. If the complaint concerns specific elements of the Service, it is recommended to provide their identifiers (e.g., Project number, referral date, screenshots).
- 3.** The Service Provider shall process the complaint within 14 days of the date of its receipt. A response will be sent to the User to the email address associated with their Account (or by post, if the complaint was received by mail and the sender requested a written response). The response will contain the decision together with its reasoning.

4. In the event that the processing of the complaint requires supplementary information from the User or encounters other unforeseen obstacles, the Service Provider may extend the deadline specified in item 3. The User will be informed of every such delay and the new deadline. The total time for processing a complaint should not exceed 30 days, unless exceptional circumstances arise.
5. Failure to provide the consumer with a response to the complaint within the deadline specified in items 3 and 4 means that the Service Provider has accepted the consumer's complaint (Article 7a(2) of the Act of 30 May 2014 on Consumer Rights).

XIV. Content Moderation and Obligations under the DSA

This Section implements the Service Provider's obligations as a hosting service provider within the meaning of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services (Digital Services Act – DSA).

1. Contact points. Contact points:

- a) contact point for authorities of Member States, the European Commission, and the Digital Services Board: email address: contact@crowdhunter.io. The languages of communication are Polish and English;
- b) contact point for service recipients: the Service Provider's contact address (Section I, item 23). The languages of communication are Polish and English.

2. Procedure for reporting content contrary to law (Notice and Action). Any person or entity may notify the Service Provider of content published in the Service that, in their opinion, violates the law. The notification should be directed to the Service Provider's contact address and should contain:

- a) a detailed and substantiated explanation of the reasons for considering the content to be contrary to law;
- b) a clear indication of the specific location of the content (e.g., Project URL or message identifier);
- c) the first name and last name (or name) and email address of the notifying person/entity (except for notifications concerning content that may constitute one of the offences referred to in Articles 3–7 of Directive 2011/93/EU – in such cases the notification may be anonymous);
- d) a declaration by the notifier of good faith as to the truthfulness and completeness of the information contained in the notification.

The Service Provider will confirm receipt of the notification without undue delay to the indicated email address. The decision on the notification (together with its reasoning) will be communicated to the notifier in accordance with Article 16(5) DSA.

3. In the event that the Service Provider makes any decision regarding a User's content – including removal of content, restriction of its visibility, suspension of the provision of the Service, suspension or closure of an Account, suspension of Bonus payment – the Service Provider shall provide the affected User with a clear and specific justification, including in particular: the type of restriction imposed, the factual and legal basis for the decision, information about the right of appeal (item 4 below), and information about out-of-court dispute resolution methods (item 5 below and Section XVI, item 11).
4. A User affected by the Service Provider's decision referred to in item 3 may, within 6 months of receiving it, submit an appeal to the Service Provider's contact address. The appeal should contain reasoning. The Service Provider shall consider the appeal without undue delay, in a non-discriminatory, diligent, and non-arbitrary manner, and shall provide the User with a reasoned decision no later than within 30

days. The decision is made by a person other than the person who issued the original decision; if the appeal is well-founded, the original decision shall be reversed.

5. Independently of the internal complaint (item 4) and judicial proceedings, the User has the right to refer to a certified out-of-court dispute resolution body indicated in the list of the European Commission or the national Digital Services Coordinator. The decisions of such a body are not binding on the parties, but the Service Provider shall in good faith consider their recommendations.
6. The Service Provider publishes on the Service's website an annual report on content moderation in accordance with Article 15 DSA, covering in particular: the number of notifications received under the Notice and Action procedure, categories of violations, types of actions taken, average response time, the number of appeals and their outcomes.

XV. Technical Conditions for Use of the Service

1. In order to use the Service properly, the User should have access to:
 - a) a device with Internet access (PC/Mac computer or mobile device);
 - b) an operating system covered by the current manufacturer's support – in particular security update support (e.g., current versions of Microsoft Windows, Apple macOS, Apple iOS, and Google Android systems). The use of systems no longer supported by the manufacturer may result in limited Service functionality or a compromise of the User's data security;
 - c) a current version of a web browser supporting HTML5, CSS3, and JavaScript standards, with cookie support enabled. Recommended browsers: Microsoft Edge, Mozilla Firefox, Google Chrome, Safari – in the latest or second-to-latest version.
2. The Service Provider informs that the public nature of the Internet involves the risk of data being acquired and modified by unauthorised persons. The Service communicates with the User's device using the current, secure version of the TLS protocol. To limit these risks, it is further recommended that – on public networks – additional tools such as VPN, up-to-date antivirus software, and a firewall be used.
3. The Service is available in various language versions. The User may change their preferred language in the Account settings.
4. Opening certain documents made available in the Service (e.g., the Terms and Conditions, Privacy Policy, Bonus Settlement Confirmation, Candidate's CV) may require having software installed for reading files in PDF and DOCX formats.

XVI. Final Provisions

1. These Terms and Conditions in their current version are effective from the date indicated in the heading. Agreements for the Provision of Services are concluded for an indefinite period. The Service Provider may, for important reasons, terminate the provision of Services via the Service (e.g., liquidation of the platform) – in such a case, the Service Provider will notify Users by email at least 30 days in advance. All activities performed prior to the date of termination of the Services (e.g., Completed Projects) shall remain valid, and the acquired rights of Users shall be respected. The Terms and Conditions and the Services provided are subject to Polish law, with the reservation that the provisions of these Terms and Conditions do not deprive consumers of the protection afforded by the mandatory provisions of the law of the country of their habitual residence (Article 6(2) of Regulation (EC) No 593/2008 of the European Parliament and of the Council – Rome I).

- 2.** The Service Provider reserves the right to amend these Terms and Conditions during the term of Agreements with Users, but only for important reasons, namely:
- a)** the need to adapt the provisions of the Terms and Conditions to changes in generally applicable law;
 - b)** the execution of a final court ruling or an administrative decision affecting the content of the Terms and Conditions;
 - c)** security reasons;
 - d)** the introduction of significant technological or functional changes in the operation of the Service;
 - e)** changes to the rules for calculating the Service Provider's Commission.

Every amendment to the Terms and Conditions, together with its reasoning, will be communicated to Users by sending an email message to the address associated with the Account and by a clear notice on the Service's website – no later than 14 days before the planned date of entry into force of the amendments.

- 3.** If the User does not accept the amendments to the Terms and Conditions being introduced, they have the right to terminate the Agreement before the date of entry into force of the amendments (with immediate effect, without incurring costs). Failure to exercise the above right and continued use of the Service after the date of entry into force of the amendments will be equivalent to acceptance of the amended Terms and Conditions.
- 4.** The Terms and Conditions have been drawn up in the Polish and English languages. In the event of discrepancies between the language versions, the Polish-language version shall prevail.
- 5.** An amendment to the Terms and Conditions or the cessation of the provision of Services by the Service Provider shall not affect the rights acquired by Users before the date of entry into force of the amendment or before the cessation of the Service's operations. In particular, any Bonuses due to Referring Parties before the amendment to the Terms and Conditions shall be due under the previous rules.
- 6.** The User bears sole responsibility for all data and content they enter into the Service. Should the Service Provider or another User suffer damage in connection with such data/actions of the User (e.g., claims by third parties, penalties for violation of the GDPR), the User is obliged to remedy the damage in accordance with the principles provided for by law.
- 7.** The Service Provider shall not be liable for the non-performance or improper performance of its Services, if this results from reasons beyond its control, in particular: force majeure (e.g., natural disasters, mass power outages, decisions of state authorities), improper operation of the Internet or IT systems of third parties over which the Service Provider has no influence. With regard to cybersecurity incidents, the Service Provider is exempt from liability only if the incident occurred despite the implementation of technical and organisational measures adequate to the risk (Article 32 GDPR) and despite the exercise of due diligence required of a professional electronic service provider. The Service Provider is liable for the actions of its subcontractors as for its own actions. The above limitations of liability do not violate mandatory provisions of law, including provisions protecting consumers.
- 8.** Creating an Account and each subsequent use of the Service constitutes acceptance of these Terms and Conditions in their entirety. A User who does not accept any of the provisions of the Terms and Conditions should not create an Account or use the Service.
- 9.** The Service Provider limits its liability towards Users who are not consumers to actual losses (actual damages) and to an amount not exceeding PLN 5,000 (five thousand zlotys) in total. This limitation does not apply to damage caused intentionally and does not apply to Users who are consumers – in their case, the Service Provider bears liability on general principles provided for by law.

- 10.** The User bears full responsibility for all content they publish in the Service, as well as for activities carried out within the Service. The Service Provider is not a party to the relationship between Users (e.g., between the Project Owner and the Referring Party) and in principle does not interfere with the course of recruitment processes – it only provides the IT infrastructure enabling contact and cooperation to be established. The Service Provider, as a provider of a hosting service within the meaning of Article 6 of Regulation 2022/2065 (DSA) and Article 14 of the Act of 18 July 2002 on the Provision of Electronic Services, is not responsible for content transmitted by Users, provided that it has no actual knowledge of their unlawful nature, and upon obtaining such knowledge, it immediately takes action to prevent access to such content. Moderation activities undertaken by the Service Provider (Section IV, item 3, Section XIV) do not deprive it of the protection arising from the above provisions.
- 11.** A consumer may use out-of-court methods of processing complaints and pursuing claims, in particular:
- a)** mediation proceedings conducted by the Provincial Inspectorates of Trade Inspection or the permanent consumer arbitration courts at WIIH;
 - b)** assistance from the municipal (district) Consumer Ombudsman or a social organisation acting for the protection of consumer rights (e.g., Consumer Federation);
 - c)** a list of relevant entities authorised to conduct out-of-court proceedings, available on the website of the Office of Competition and Consumer Protection: <https://polubowne.uokik.gov.pl>.
- The use of out-of-court complaint resolution methods is voluntary and requires the consent of both parties to the dispute.
- 12.** The invalidity or ineffectiveness of any provision of the Terms and Conditions shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by the applicable provisions of universally applicable law.
- 13.** In matters not regulated by these Terms and Conditions, the relevant provisions of Polish law shall apply – in particular the Civil Code, the Act on the Provision of Electronic Services, the Act on Consumer Rights, the Act on Personal Data Protection / GDPR, Regulation 2022/2065 (DSA), and other mandatory provisions applicable to the Service Provider's activities and Services. The provisions of the Terms and Conditions do not exclude or limit any statutory rights of consumers under Polish law.
- 14.** For disputes arising from the Agreement with a User who is not a consumer, the court with jurisdiction over the Service Provider's registered office shall have jurisdiction. This provision does not apply to disputes with consumers, who retain full jurisdictional rights arising from the Code of Civil Procedure and Regulation (EU) No 1215/2012 of the European Parliament and of the Council.