

REGULATIONS OF WEB SERVICE

Thank you for visiting our Web Service made available at the Internet address <https://noneugo.eu> (hereinafter referred to as: „noneugo.eu”, „Web Service”, „Service”).

The noneugo.eu Web Service is an advertising portal. The Web Service enables its Service Recipients to add, edit, view and search job advertisements in the territory of the European Union Member States for non-European Union citizens.

The information contained in advertisements in the Web Service is for information only, and does not constitute an offer within the meaning of art. 66 § 1 of the Civil Code. The owner of the Web Service is not the author of the advertisements posted in the Web Service by its Service Recipients.

The formula of these Regulations prescribes the general terms and conditions of use of the Web Service. These terms and conditions, in the event of the Service Recipient's decision to use noneugo.eu, are governed in particular by the rules of using the Web Service, including the issues of our liability.

We invite to familiarize yourselves with the Regulations.

NonEUGo Team

1) ABOUT US

1. The provisions of these Regulations apply to noneugo.eu.
2. The data administrator is NonEUGo (address of registered office and address for service: Al. Komisji Edukacji Narodowej 36 lok. 112B, 02-797, Warszawa, Polska); Tax Identification Number (NIP) 7121918427; Business Identification Number (REGON) 380785506; e-mail address: info@noneugo.eu, phone +48 609 279 036.

2) DEFINITIONS

1. The definitions used in these Regulations shall mean:
 - b. **CIVIL CODE** - Civil Code Act of 23 April 1964 (Journal of Laws No. 16, item 93, as amended.).
 - c. **ACCOUNT** - Electronic Service, marked with an individual e-mail address (e-mail address) and a password provided by the Service Recipient, a collection of resources and functionality available in the Service Provider's tele-informatic system, in which the data provided by the Service Recipient and the information about its activities on the Web Service are collected.
 - d. **ADVERTISEMENT** - all types of advertisements posted by the Service Recipient in the Web Service regardless of its name. The advertisements contained in the Web Service are for information only, and do not constitute an offer within the meaning of art. 66 § 1 of the Civil Code.

- e. **COPYRIGHT** - Copyright and Related Rights Act of 4 February 1994 (Journal of Laws No. 24, item 83, as amended.).
- f. **REGULATIONS** - these Regulations of the Web Service.
- g. **NONEUGO.EU, WEB SERVICE, SERVICE** - Web Service of the Service Provider available at <https://noneugo.eu>. The Service Provider does not represent the Service Recipients of the Web Service.
- h. **ELECTRONIC SERVICE** - service provided electronically by the Service Provider for the Service Recipient through the Web Service in accordance with the Regulations.
- i. **SERVICE RECIPIENT** - (1) a natural person with full legal capacity; (2) legal person; or (3) an organizational unit without legal personality, who, by law, is granted legal capacity - using or intending to use the Electronic Services available on noneugo.eu.
- j. **SERVICE PROVIDER** - NonEUGo (address of registered office and address for service: Al. Komisji Edukacji Narodowej 36 lok. 112B, 02-797, Warszawa, Polska); Tax Identification Number (NIP) 7121918427; Business Identification Number (REGON) 380785506; e-mail address: info@noneugo.eu, phone +48 609 279 036.
- k. **LAW ON CONSUMER RIGHTS, LAW** - Consumer Rights Act of 30 May 2014 (Journal of Laws of 2014, item 827, as amended).
- l. **SEARCH ENGINE** - free of charge Electronic Service, the Search Engine available for all users, located on the website of the Web Service allowing to search the Advertisements placed on the Web Service.

3) GENERAL TERMS AND CONDITIONS OF USE OF NONEUGO.EU

1. The noneugo.eu Web Service was created to make it easier for the Service Recipients to post, view and search the Advertisements, in particular job offers in the EU Member States for non-EU citizens.
2. The owner of the Web Service is not the author of the Advertisements posted in the Web Service by its Service Recipients.
3. Noneugo.eu does not represent the Service Recipients of the Web Service.
4. A Service Recipient is obliged to use the Web Service in a manner consistent with the law and good morals, with due regard for the personal rights and the copyrights and intellectual property of the Service Provider and third parties. A Service Recipient is obliged to enter data according to the actual situation. A Service Recipient is prohibited from providing content of an unlawful nature.
5. Technical requirements necessary for cooperation with the IT system used by the Service Provider: (1) computer, laptop, or other multimedia device with Internet access; (2) access to electronic mail; (3) Web browser: Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0. and higher, Safari version 5.0 and higher, Microsoft Edge version 25.10586.0.0 and higher; (4) Include Cookies and Javascript in your web browser.
6. The Service Provider complies with art. Article 14 (1) of the Law on Electronic Services of 18 July 2002 (Journal of Laws 2002, No 144, item 1204, as amended) according to which: *“it is not responsible for the stored data, who, by providing the resources of the ICT system for the storing of data by the Service Recipient, does not know about the unlawful nature of the data or related activities, and if they receive official notification or reliable information about the unlawful nature of the data or related activity it will immediately prevent access to this data”*.

4) USE OF ELECTRONIC SERVICES BY THE SERVICE RECIPIENT

1. Every Service Recipient may use the Web Service under the terms and conditions set forth in the Regulations.
2. A Service Recipient may use the following Electronic Services in the Web Service:
 - a. An Account.
 - b. A Search Engine.
3. A detailed description of Electronic Services and how they work is available on the website of the Web Service.
4. The Service Provider is obliged to provide Electronic Services without faults.
5. Using the Search Engine is free and does not require creating an Account.
6. Creating and using the Account is free.

8. Using the Account is possible after completing the following three steps by the Service Recipient - (1) filling in the registration form, (2) clicking on the "Register" field and (3) confirming the wish to create an Account by clicking on the confirmation link sent to the given email address. In the registration form it is necessary for the Service Recipient to provide the following data: full name, user, password, e-mail address.
9. The Service Recipient has the possibility, at any time and without giving a cause, to remove the Account (cancel the Account) by sending an appropriate request to the Service Provider, in particular by e-mail to: info@noneugo.eu.
10. Using the Search Engine begins with the moment you move to the appropriate tab available on the Web Service, entering the search phrase and clicking on the action field. Use the search engine is a one-off and is terminated after using it.

5) TERMS AND CONDITIONS OF PLACING AN ADVERTISEMENT

1. One of the possibilities of the Account on the Web Service is the posting of an Advertisement, which will then be visible on the Web Service for all visitors to the Web Service. Placing an Advertisement is possible by using the form available on the web of the Web Service - filling it is only possible after logging in to your account in the Web Service. It is required to provide the information indicated on the form of an Advertisement as mandatory and click on the field of action. An Advertisements is published on the Web Service immediately, no later than 24 hours after clicking on the action field.

3. A Service Recipient submitting an Advertisement is obliged to place on the Web Service only true, reliable and non-misleading information.

4. The Service Recipient placing an Advertisement is obliged to publish factual, clear, understandable, reliable and non-misleading information regarding the object and conditions of the Advertisement. Placing an Advertisement cannot violate the rules of generally applicable law or third-party rights. An Advertisements should reflect the actual intention of the Service Recipient. An Advertisement, its subject matter and content should be in accordance with the law and good morals, bearing in mind, in particular, the respect of personal rights and the copyright and intellectual property of the Service Provider, other Service Recipients and third parties. **Annex 1 to the Regulations** lists the items and services that may not be the subject of an Advertisements at the Web Service, or for which the applicable restrictions apply, without prejudice to the provisions of generally applicable law, to the extent that these provisions introduce additional restrictions or prohibitions.
5. The Service Recipient is obliged to post the Advertisement in the appropriate category for the given type of Advertisements.
6. The Service Provider is obliged not to post any unlawful content within the Advertisement (including photos), and advertising or commercial content encouraging the use of competing web services, including the web sites, names and logos of such Web Services.

6) CONTACT WITH NONEUGO.EU

The basic form of current distance communication with the Service Provider is the e-mail (info@noneugo.eu) and traditional mail (Al. Komisji Edukacji Narodowej 36 lok. 112B, 02-797, Warszawa, Polska), through which you can exchange information about using the noneugo.eu. Service Recipients may also contact us in other, permitted by law, ways.

7) COMPLAINTS CONCERNING NONEUGO.EU

1. Complaints related to the operation of the Web Service may be submitted, for example, by e-mail to: info@noneugo.eu or in writing to: Al. Komisji Edukacji Narodowej 36 lok. 112B, 02-797, Warszawa, Polska.
2. We recommend that you include in your complaint description: (1) information and circumstances regarding the subject matter of the complaint, in particular the nature and date of the abnormality; (2) your claim; and (3) contact details of the complainant. This will facilitate and speed up the handling of the complaint by the Service Provider. The requirements specified in the previous sentence have the form of a recommendation only and do not affect the effectiveness of the claims made without the preferred description of the claims.
3. We will reply to your complaint immediately, no later than within 14 calendar days of the date of its submission. In the case of consumers, failure to comment within the above deadline means that the Service Provider has considered the claim to be justified.

8) WITHDRAWAL FROM THE AGREEMENT

1. This clause applies only to the Service Recipients being Consumers.
2. The right to withdraw from a distance agreement is not available to the consumer in respect of agreements (1) for the provision of services where the Service Provider has performed the full service with the express consent of the consumer who has been informed prior to the commencement of the service that after the Seller has completed the service, it would lose its right to withdraw; (2) to provide digital contents that is not recorded on a material medium if the performance of the service began with the express consent of the consumer prior to the

expiration of the withdrawal period and after informing it by the Seller of the loss of the right to withdrawal.

3. Subject to paragraph 8 (2) of the Regulations, a consumer who has entered into a distance contract may, within 14 calendar days, withdraw from it without giving a reason and without incurring costs.
4. To meet the deadline for withdrawal it is enough to send a statement before its expiry. A statement of withdrawal may be submitted, for example, to: in writing by traditional mail to the address: Al. Komisji Edukacji Narodowej 36 lok. 112B, 02-797, Warszawa, Polska.
5. The term of withdrawal shall commence for the agreement for the performance of the service by the Service Provider, when being obliged to transfer its ownership, from the possession of the goods by the consumer or by a third party designated by him other than the carrier in the case of an agreement which: (1) includes many things that are delivered separately, in batches or in parts - from the possession of the last item, batch or part, or (2) consists of a regular supply of goods for a fixed period of time - from the taking possession of the first item. For other agreements, the period of withdrawal shall commence from the date of conclusion of the agreement.

9) OUT-OF-COURT WAYS FOR CONSIDERING COMPLAINTS AND PURSUING CLAIMS AND RULES OF ACCESS TO THOSE PROCEDURES

1. Detailed information on the possibility of using by the Client as a consumer of out-of-court ways of handling complaints and pursuing claims and rules of access to these procedures is available on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasadowe_rozwiazwanie_sporow_konsumentow.php.
2. There is also a contact point for the President of the Office for Competition and Consumer Protection (telephone: +48 22 55 60 333, e-mail: kontakt.adr@uokik.gov.pl or the address: Pl. Powstańców Warszawy 1, Warszawa) whose task is providing consumer assistance in cases involving out-of-court settlement of consumer disputes.
3. The consumer has the following exemplary opportunities to use out-of-court complaint and redress procedures: (1) a motion to settle a dispute with a permanent consumer arbitration tribunal (for more information see: <http://www.spsk.wiih.org.pl/>); (2) application for out-of-court resolution of the dispute to the provincial inspector of the Trade Inspection (more information on the website of the inspector competent for the place of business of the Seller); and (3) help of the county (municipal) consumer ombudsman or social organization, whose statutory tasks include consumer protection (among others Consumer Federation, Polish Consumer Association). Tips are provided, among others, by email: advice@dlakonsumentow.pl and the consumer helpline number +48 801 440 220 (helpline at Work Days, 8:00 - 18:00, operator fee).
4. [Http://ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr) provides a platform for an online dispute resolution system between consumers and businesses at EU level (ODR platform). The ODR platform is an interactive and multilingual website with a comprehensive service for consumers and businesses seeking out-of-court settlement of contractual disputes arising from an online sales agreement or service agreement (for more information, see the platform itself or the Internet address of the Office of Competition and Consumer Protection: https://uokik.gov.pl/spory_konsumentow_faq_platforma_odr.php).

10) PROVISIONS CONCERNING COMPANIES

1. This clause applies only to the Service Recipients who are not consumers.
2. The Service Provider is entitled to remove the content posted by a Non-Consumer Service Recipient in the Web Service, if it is deemed to be incompatible with the subject matter of the Web Service, untrue, unreliable, unenforceable, offensive or infringing on the rights of third parties.
4. The Service Provider is entitled to withdraw from the Electronic Service agreement concluded with the Non-Consumer Service Recipient within 14 calendar days from the date of its conclusion. Withdrawal from this contract can be made without giving a reason and does not generate any claims against the Service Provider from the Non-consumer Service Recipient's side.
5. The Service Provider may terminate the Non-Consumer Service Recipient an agreement with the immediate effect without giving any indication of the reason by sending a relevant statement to such Service Recipient.
6. The Service Provider is entitled at any time to take steps to verify the truthfulness, reliability and accuracy of the information provided by a Non-consumer Service Recipient. In the scope of verification, the Service Provider is entitled to request a Non-consumer Service Recipient to send a scan of the certificates, certifications or other documents necessary for the verification. During the verification referred to in the preceding sentence, the Service Provider is entitled to suspend the Non-Consumer Service Recipient's Account for the duration of the verification.
- 7.

The Service Provider shall be liable to the Non-consumer Service Recipient only for the typical and actual damage suffered at the time of conclusion of the agreement, excluding the lost profits.

8. The Service Provider shall not be liable to the Non-Customer Service Recipient for damages and non-fulfillment of obligations resulting from force majeure or any other causes beyond the control of the Service Provider.

11) COPYRIGHTS

1. Copyright and intellectual property rights to the Web Service as a whole and its individual elements, including content, graphics, works, designs and trademarks, belong to the Service Provider or other entitled third parties and are protected by copyrights and other generally applicable laws. The protection granted to the Web Service includes all forms of expression.
2. Trademarks of the Service Provider and third parties should be used in accordance with applicable laws.

12) FINAL PROVISIONS

1. Agreements concluded through noneugo.eu are concluded in accordance with the Polish Law.
2. Amendment of the Regulations - The Service Provider reserves the right to make changes to the Regulations for important reasons: changes in the law; adding new Electronic Services - to the extent that these changes affect the implementation of the provisions of these Regulations. The amended Regulations bind the Service Recipient, if the requirements

specified in art. 384 and 384[1] of the Civil Code, that is, it has been properly informed of the changes and has not terminated the contract within 14 calendar days of the date of notification.

3. In matters not covered by these Regulations, the applicable Polish Law shall apply, in particular: Civil Code; Act on the provision of electronic services of 18 July 2002 (Journal of Laws 2002, no. 144, item 1204, as amended); the Consumer Rights Act and other relevant provisions of generally applicable law.

Thank you for your careful reading!

If you have questions, we are always at your disposal - please contact us.

We invite to cooperate!

NonEUGo Team



PROKONSUMENCKI.PL
Sklep dbający o prawa konsumenta

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Store caring for consumer rights. This document has been reviewed by lawyers of prokonsumencki.pl for compliance with legal regulations and is subject to copyright protection.

ANNEX NUMBER 1 TO THE REGULATIONS - LIMITATIONS OF THE SUBJECT OF CLASSIFIED ADS IN THE WEB SERVICE

Annex 1 to the Regulations of the Web Service lists the items and services that may not be the subject of an Advertisement at the Web Service, or for which the applicable restrictions apply, without prejudice to the provisions of generally applicable law, to the extent that these provisions introduce additional restrictions or prohibitions.

The subject of an Advertisement in the Web Service may not be:

1. Objects, services or photos (including digital) containing sexually explicit or pornographic material, particularly pornographic content involving people under the age of 15, involving violence or involving animals.
2. Objects or photographs (also in digital form) containing hate speech on the basis of ethnic, ethnic, racial or religious differences, or on the basis of lack of religious beliefs.
3. Psychotropic substances and narcotic drugs, in particular drugs, as well as other substances which are intended to be used as substitutes, whether or not the possession and circulation of such substances and substances is legally prohibited.
4. Objects, works, contents or programs that infringe on copyrights or intellectual property rights of third parties.
5. Explosives and pyrotechnics (eg fireworks, hoods, smoke candles).
6. Alcoholic beverages and tobacco products, as well as unprocessed tobacco.
7. Shares in companies, shares, bonds and other securities, receivables, investment fund participation units, insurance policies and products, and any other financial instruments offered as a form of investing or investing cash other than securities in a purely collectible form. The ban also includes cryptocurrencies (eg bitcoin, litecoin, dogecoin, etc.) and services and related products.
8. Medicinal products provided by the doctor's prescription.
9. Human or animal organs.
10. Live or dead animal specimens (as well as their parts or derivatives) belonging to species included in the current Annexes A to D to Council Regulation (EC) No 338/97 of 9 December 1996 on the protection of wild fauna and flora species flora by regulating their trade.
11. Weapons and ammunition whose possession or circulation requires obtaining of a permit or registration, and gas throwers, including pepper spray, whether or not their possession or trading is restricted by law.
12. Dogs and cats that are placed on the market outside of their breeding or breeding grounds and animals that do not have a pedigree or a metric.

ANNEX NO. 2 TO THE REGULATIONS - THE FORM FOR WITHDRAWAL FROM THE AGREEMENT (ANNEX 2 TO THE LAW ON THE CONSUMER RIGHTS)

Sample withdrawal form

(this form must be completed and returned only if you wish to withdraw from the agreement)

- Addressee:
NonEUGo, Al. Komisji Edukacji Narodowej 36 lok. 112B, 02-797, Warszawa, Polska, info@noneugo.eu.
- I/We hereby inform you of our/our withdrawal from the agreement of sale of the following items(*) of the delivery agreement for the following items(*) of the contract for the performance of the following(*)/(*)
- Date of conclusion of the contract(*)/receipt(*)
- Name and surname of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer (s) (only if the form is sent in paper form)
- Date

(*)Delete as appropriate
