I. General Provisions

1. The provisions contained herein specify the terms of use and operation of the Testcv.com website located at: http://testcv.com/en.
2. This document, any attachments that constitute its integral part and legal regulations applicable in the Republic of Poland define exclusively and exhaustively the rights and obligations of website users and others who use the services it provides as well as rights, obligations and responsibilities of entities entitled to operate and administer services available via Testcv.com.
3. The services available at Testcv.com are provided electronically pursuant to the Act on Providing Services by Electronic Means of 18 July 2002.
4. The user is obliged to familiarise themselves with these Terms of Use.

II. General Information

2. The service provider renders services electronically in accordance with the Terms of Use.
3. The object of Testcv.com is to provide services concerning the sale of knowledge, competency and psychological tests.
4. The services are provided by the service provider for a fee, unless the website promotion policy states otherwise.
5. The service provider makes the Terms of Use available to the users free-of-charge prior to the conclusion of the Service Agreement.
6. The service provider informs that Testcv.com contains tests and related studies which are protected by copyright, while trademarks, logos and other original materials as well as the layout and choice of colours are protected by copyright and related rights. Thus, any attempt to copy and use them for one's own or third parties' purposes without the author's acknowledgement shall be treated as a crime and be punishable by fine or imprisonment.
7. The website may be used by any individual with legal capacity, legal persons and organisational units without legal entity.
8. In order to become a user, registration and acceptance of the provisions contained herein are required.
9. The user takes full responsibility for any unlawful conduct or damage caused by their use of Testcv.com, in particular for the disclosure of confidential information, the posting of false information as well as the violation of personal rights, copyrights and related rights.
10. Upon receiving an official notice of unlawful use of Testcv.com by the user, the service provider shall take legal action to block the user's access to the website and to receive compensation for any losses incurred as a result of such action.

III. Glossary

1. **Website** – the Testcv.com information system owned by bs4 business solutions sp. z o. o. (entered into the National Court Register – Register of Entrepreneurs under the KRS number: 0000244453), with its registered office in Poznan (ul. Slowackiego 17/6).
2. **Owner** – the entity which implements the Testcv.com project and manages the website, hereinafter referred to as "Service provider".
3. **Administrator** – a representative of the owner who has system rights to modify the administrative settings and manage the website.
4. **Translator** – an individual or company that cooperates with the owner and adds translations of tests to the website as ordered by the owner.
5. **Author** – an individual or company that cooperates with the owner and creates new tests as
ordered by the owner.
6. **Language version** – a website version designed for a foreign market, translated into a foreign language, with tests available in that language. It can be accessed by selecting a given language at Testcv.com/en or by going directly to a given country's domain.
7. **National partner** – a company that cooperates with the owner and, pursuant to an agreement concluded by both parties, is responsible for promoting the website and providing support for its users in one of the countries where the website will operate (national version). Some national versions may be managed by the owner's employees directly.
8. **Customer/user** – an individual or company that uses the services available on the website.
9. **Candidate** – a customer (individual) who takes a test on the website.
10. **Employer** – a customer (company) that hires an employee or a personnel consultancy company that provides recruitment services for companies.
11. **Account** – a part of the website available after logging in (by entering a login/e-mail and a password), where each registered Testcv.com user can enter and modify their data, make payments, follow the history of their transactions and use tests available on the website.
12. **Test** – a knowledge-checking and diagnostic tool available at Testcv.com which, by the means of parametrised variables, provides information about the level of candidate's competency and knowledge in one of the test categories available on the website. This information is provided in the form of a score prepared for each website user individually.
13. **Test score** – a percentage, tabular or graphic representation of test results with their descriptive analysis.

**IV. Provision of Services**

The agreement on providing services by electronic means shall be concluded the moment the user begins to use the service. The user is given access to knowledge, competency and psychological tests which they may complete. The user may take the tests for a fee after registering at Testcv.com.

1. **Registration**

1. Registration on the website is voluntary and free-of-charge.
2. The registration and account activation procedure is performed gradually via e-mail and the Testcv.com website.
4. By submitting the registration form, the user confirms the authenticity of information contained therein and its conformity with actual conditions and accepts the provisions of these Terms of Use.
5. Each registration at Testcv.com shall result in the creation of an individual user account.
6. The user is obliged to update the information contained in the registration form whenever that information changes.
7. By registering at Testcv.com, the user agrees to the processing of their personal data pursuant to the Personal Data Protection Act of 29 August 1997 and the Act on Providing Services by Electronic Means of 18 July 2002, as amended.
8. The user agrees to the collection, processing and use of their information for the purpose of improving the quality of services provided by the service provider pursuant to the Act on Providing Services by Electronic Means of 18 July 2002 (Journal of Laws 2002, No. 144, item 1204).
9. The user agrees to receive VAT invoices generated by the service provider in an electronic form – the invoices shall be generated as PDF files, which the user shall then be able to download to their computer.
10. Following registration, the user has the right to order a test of their choice.
11. Once the user pays an amount specified in the price list in accordance with these Terms of Use and provides information necessary to issue a VAT invoice, they are entitled to receive the activation key required to take a test or to send an invitation to a third party who is to complete a given test.
12. The test score shall be automatically generated and provided in the form of a separate link to
2. Account

1. The user can have no more than 1 account at Testcv.com.
2. For security reasons, it is prohibited to share the account password with third parties.
3. The user who has an account at Testcv.com is entitled to: modify or delete their information through account options, purchase and complete tests as well as send invitations to third parties who are to complete a given test.
4. If the user violates these Terms of Use, their account shall be banned (permanently or temporarily).
5. The user may request the removal of their Testcv.com account after contacting the website administrator using the form available at: http://testcv.com/en/contact. The website administrator shall consider the user's request within several working days. Once the account is removed, it cannot be restored.

3. Technical Requirements for Using the Website

1. The technical requirements for using the website are important in terms of correct operation of the website, its proper display in the user's web browser and the security of user information stored within their account. Each user should adhere to the following requirements and guidelines, and if they perform any action in a different way (intentionally or unintentionally), they shall take full responsibility for it.
2. In order to use the services available at Testcv.com, it is necessary to have hardware required to access online resources, an active e-mail account and a web browser capable of displaying websites, JavaScript and Flash objects.
3. The pages of this website use technologies such as cookies. Cookies are small text files sent by a web server and stored on the website visitor's hard disk to save information and data concerning their use of the website. If the user's web browser does not support cookies, it is still possible to use Testcv.com but there may be difficulties or irregularities in terms of website operation. That is why, it is recommended to use software with enabled support for cookies.

4. User Ban and Deletion

1. At any time, the user may be deleted from the website at their own request after notifying the administrator via the contact form available at: http://testcv.com/en/contact.
2. The user may be banned or deleted from the website if they take actions against the service provider.
3. The user may be banned or deleted from the website by the service provider without specifying the reason whenever the service provider deems it necessary.

5. Order

1. To order electronic services available at Testcv.com, the user must register. Therefore, they are required, under pain of punishment, to fill out the registration form, providing information that conforms with actual conditions (the form is available at: https://testcv.com/en/login/register/).
2. Clicking the icon labelled “Take a test” or “Invite to a test” located below the description of each test available on the website and completing the payment form is tantamount to order placement.
3. By placing an order at Testcv.com, the user accepts the terms of sale contained herein and is obliged to follow their provisions.
4. An order constitutes an offer as understood by the Polish Civil Code. Confirmation of order receipt is tantamount to the acceptance of the offer, as formulated in the service provider’s statement.
5. Orders can be placed 24/7/365 using the account top-up form available on the website (it can be accessed by clicking the link labelled “Top up your account”, available once the user logs in to their individual Testcv.com account).
6. Once the user places an order, the system will automatically send a notification to the e-mail
address provided during registration. The message will include an order confirmation link.
7. Orders must be confirmed electronically once the customer receives the above-mentioned message.
8. The service provider reserves the right to additionally confirm the order by phone.
9. The service provider reserves the right to refuse to complete orders with questionable or illegal content.
10. The user has the right to cancel their order (invitation) using the “Invitations” section of their individual account panel, where they can click a given invitation and select “Cancel invitation” (of course, only if the invitation has not been used yet).
11. The order shall be completed immediately after the payment reaches the service provider’s account.
12. When the user submits an order, an amount equal to the price of a given test is subtracted from their account. This amount shall be refunded if the test is not used.
13. The service provider does not return unused funds available on the user’s account (special cases shall be considered individually).
14. Each transaction shall be confirmed by a VAT INVOICE, available in an electronic form and downloadable as a PDF file when the user clicks “Payment history” in the top right menu of the user panel and selects “Top up your account” from the drop-down box.

6. Prices, discounts and special offers

1. The prices of all tests are gross values (VAT included).
2. The price shown next to each test is valid at the time when the user places the order.
3. Depending on the language and national version of the website, the prices are denominated in the currency of a given country (Poland – PLN, Germany – EUR, France – FRF, United Kingdom - GBP, etc.).
4. The accounting currency used by the service provider is the EURO. Therefore, all VAT invoices include amounts in EURO, which are calculated according to the exchange rates valid on the day preceding the day of transaction, as published by the National Bank of Poland (www.nbp.pl).
5. The accounting currency used by the service provider is the EURO. Every transaction is realised in this currency. Because of EURO Exchange Rate fluctuations and necessity of rounding amounts to 2 decimals during the Currency Conversions may occur a few pennies differences between regular price of the test (that can be seen at our Website) and the amount charged from your account after purchasing selected test.
6. Discounts and special offers cannot be mixed, unless the service provider decides otherwise. The amount of discount may depend on the value of a single order or the amount of purchases per year/month. In addition, the discounts may be calculated for each order individually.
7. The rules governing discounts and special offers shall be defined by the service provider.

7. Payments

All payments shall be processed by a reputed online PSP (payment service provider). The service provider accepts payments made using all major credit cards. It is also possible to pay via a wire transfer or the e-wallet available at PSP Website.

1. Credit card: The service provider is not given and cannot access the user's credit card number – all information required to complete the transaction is processed only by PSP (payment service provider). An important advantage of this payment method is the fact that transactions are processed in real time and the user receives information about the status of their payment immediately.
2. Wire transfer: Wire transfers shall also be processed by the PSP (payment service provider). Due to the processing of wire transfers for accounting purposes, the service provider informs that the payment completion period may be longer than usual and take up to several days (3 to 5 working days).
3. E-wallet at PSP site: If the user has an individual account with enough funds to make a given payment, the amount due for the Testcv.com service shall be subtracted directly from the balance of that account. This is the fastest payment method available.

8. Tests
1. The service provider informs that the act on the psychologist profession and the professional selfgovernment of psychologists of 8 June 2001 (Journal of Laws No. 73, item 763, as amended)
shall not apply to the psychological tests available at Testcv.com. The tests are not on the list maintained by the National Council of Psychologists, and therefore the examination using available tests does not need to be conducted by a psychologist, pursuant to the act on the psychologist profession and the professional self-government of psychologists.

2. The user who takes a test is particularly obliged to:
   1. complete the test themselves, i.e. without the help of third parties,
   2. provide answers according to their own opinion, knowledge and skills.

3. The service provider takes no responsibility for any consequences of what the user does with the results of tests completed via Testcv.com, especially for the consequences of decisions, in particular financial decisions, made on the basis of these results.

4. The user takes the responsibility for any use of their results by other users in the event they become available to third parties.

5. The service provider expressly informs that the Testcv.com website and the tests available therein shall be used at the user's own risk. The tests and scores provided by Testcv.com shall not be covered by a warranty in relation to their value, integrity, completeness or usefulness.

6. The service provider undertakes to render services in a continuous and uninterrupted manner, except:
   1. temporary discontinuation of service due to maintenance or activities connected with modifications of the Testcv.com website
   2. discontinuation of service when effective provision of services is not possible due to the user's fault.

9. Complaints

1. The users have the right to file complaints regarding services.
2. Properly filed complaints, including at least the user's identification (login/e-mail), the subject of the complaint and the circumstances warranting the complaint, shall be considered by the service provider. Complaints without the above-mentioned information shall not be considered.
3. Complaints shall be filed via the contact form available at: http://testcv.com/en/contact
   (the message subject shall be: "Complaint").
4. The service provider shall make every effort to consider complaints within 7 days from the day the user files them. After considering the complaint, the service provider shall inform the user about their decision via e-mail.

V. Miscellaneous

1. The service provider reserves the right to inspect the technical structure of the user's account in order to diagnose irregularities concerning service operation.
2. The service provider reserves the right to shut the website down temporarily, fully or partially in order to improve it, add services or for maintenance purposes, without prior notice to the users.
3. As the website owner and administrator, the service provider shall make every effort to ensure that the website and all services available on it operate in a continuous and uninterrupted manner.
4. The service provider takes no responsibility for the operation of banks or other intermediaries as far as payments are concerned.
5. To the greatest extent permitted by law, the service provider shall not be liable towards users or third parties for direct or indirect loss or damage as well as loss of data, regardless of the reason (negligence, breach of these Terms of Use or otherwise), even if the service provider could have foreseen such a loss or damage, or has been informed about its possibility.
6. Moreover, the service provider takes no responsibility for:
   1. the result of third parties gaining access to the user's password,
   2. the content of other websites linked to Testcv.com,
   3. damage caused by the user's improper use of the website,
   4. problems concerning website operation if they result from events which, despite exercising due diligence, the service provider could not have foreseen or prevented, particularly the problems concerning website operation related to the quality of services provided by third parties directly,
   5. the user's use of the website against the provisions of these Terms of Use,
   6. interruptions of website operation caused by technical difficulties,
7. loss of data caused by hardware or system failure, Internet malfunctions or other circumstances beyond the service provider's control as well as errors or omissions on the website or in the content published therein,
8. failure to deliver a message sent to the customer's e-mail address, which may result from e-mail messages being blocked or deleted by software installed on the user's computer or blocked by mail server administrators.

7. The tests available at Testcv.com were created to provide more information about a candidate for a job; that is, they were designed to help optimise the recruitment process at the user's company. Although they display practical solutions, they are not equally effective for everyone. Therefore, the user should not rely upon their results unconditionally; in particular, test results should not be perceived as the only basis for employee selection. That is why, the service provider takes no responsibility for any personal or employment decisions made by the users based on test results.

VI. Terms of Use

1. These Terms of Use come into force on: 28 March 2011.
2. The service provider reserves the right to modify these Terms of Use at any time.
3. The service provider undertakes to indicate the date of the last modification at the beginning (in the header) of these Terms of Use.
4. If the user does not accept new provisions, they may withdraw their acceptance, which shall terminate the agreement between the service provider and the user, and ultimately result in the removal of the user's account.

VII. Final Provisions

1. User information shall be stored by the service provider pursuant to the Personal Data Protection Act and be used only in connection with the operation of the Testcv.com website.
2. The service provider reserves the right to change the prices of offered goods. Price changes shall not apply to orders already accepted for completion. The service provider also reserves the right to withdraw certain services from the offer.
3. The service provider may send messages with commercial information or offers to the user's email address provided during registration. Once the user receives that message, they have the right to refuse further sending of such messages.
4. These Terms of Use and agreements on providing services by electronic means are subject to Polish law.
5. Any disputes resulting from these Terms of Use or agreements on providing services by electronic means shall be resolved by a Polish common court of law having jurisdiction over the service provider's registered office.
6. In matters not regulated by these Terms of Use, the provisions of the Act on Providing Services by Electronic Means, the Personal Data Protection Act, the Civil Code and other mandatory legal regulations shall apply.