

DESIGNERPERSONALITY TERMS OF USE

- (1) These terms of use (**these „terms”**) govern your use of our Designerpersonality app (**the “app”**) that you can access and run via <https://designerpersonality.widelab.co/>. These terms are posted at, and downloadable in PDF from, here: <https://designerpersonality.widelab.co/>.
- (2) The app is made and owned by us, meaning WIDELAB. KRYSZTOF SŁOWIŃSKI, MICHAŁ PARULSKI Sp. k. with its registered office in Gdansk (address: Al. Grunwaldzka 472, 80-309 Gdansk; registration: District Court Gdansk-Północ in Gdansk, registration number: 801735; tax ID/EU VAT (Value Added Tax) no.: PL 5842786771; email address: contact@widelab.co; **“we”**), and your use of the app is strictly confined to its built-in functionalities and cannot be understood as granting you any right, license, and the like in or to the app. Your use of the app is subject, and tantamount to your agreement to these terms. Your agreement to these terms completes the contract with us for the supply of our services as defined in Section 5, below (**the “contract”**). We will send you a copy of the contract in place between us promptly after you have provided us with your email address.
- (3) For you to run the app you need to have a computer device (such as a smartphone or laptop), a reliable Internet connection, one of the popular browsers in its up-to-date version, and a couple of minutes to spare on entering your data into our system. It may come in handy to have an email box, as well. But, please, do not provide us with any illegal data.
- (4) The app is meant to help you define your professional (designer) personality. Your answers entered in the app-run questionnaire will be processed by our algorithm and returned (displayed, or if you so choose, emailed) to you. The whole concept behind the app is more fun-driven than academic/scientific – so, please do not take the feedback too seriously.
- (5) The app makes up and involves certain digital content and digital services (collectively, **our “services”**). Our services are provided according to these terms and in compliance with applicable laws. Our services (and the contracts) are one-off, even if used multiple times – they are meant to give you some lightweight and swift feedback.
- (6) Our services are in general free of charge but can exceptionally (and with your consent) involve provision of your personal data, which goes beyond what is necessary to supply our services or to meet our legal requirements*.

- (7) As the supply of our services involves processing of your personal data, these terms incorporate our privacy notice**, posted here: <https://designerpersonality.widelab.co/policy.pdf> , by this reference.
- (8) You can file a complaint concerning accessibility, quality, or other aspects of our services' conformity with the contract, by sending us an informative message to this email address: contact@widelab.co. We will address your complaint within thirty (30) days of its receipt.
- (9) WE EXPRESSLY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE APP AND ITS FUNCTIONALITY, RELIABILITY AND PERFORMANCE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE APP WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME RESPONSIBILITY FOR SELECTING MEANS TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE USE OF AND RESULTS OBTAINED FROM THEM. YOU UNDERSTAND THAT THE APP MAY PRODUCE INACCURATE OR INCOMPLETE RESULTS BECAUSE OF ERRORS WITHIN THE APP OR YOUR FAILURE TO PROPERLY USE IT. YOU ASSUME FULL RESPONSIBILITY FOR ANY USE OF THE APP AND BEAR THE ENTIRE RISK FOR SUCH ERRORS AND FAILURES. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES OR OTHER LOSS WHATSOEVER ARISING OUT OF USE OR INABILITY TO USE THE APP, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REGARDLESS OF THE FORM OF ACTION, OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT WILL NOT EXCEED THE AMOUNT OF USD 10. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAWS.
- (10) The contract will be construed, governed, and litigated pursuant to the laws of Poland and all disputes concerning the contract will be resolved exclusively by the Polish courts.

* The checkbox should appear next to the following language: I consent to WIDELAB's use of my email address, function, and company details for the limited purpose of providing me with a job offer to such email address as entered by me in this questionnaire. I have the right

to withdraw my consent at any time; my withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal.

**** The privacy notice may, in its entirety (it can be tiered), read as follows:**

WIDELAB. KRYSYIAN SŁOWIŃSKI, MICHAŁ PARULSKI Sp. k. with its registered office in Gdansk (address: Al. Grunwaldzka 472, 80-309 Gdansk; registration: District Court Gdansk-Północ in Gdansk, registration number: 801735; tax ID/EU VAT no.: PL 5842786771; **“we” or the “Controller”**) is the controller of your personal data provided in this questionnaire and generated in performing the services under **DESIGNERPERSONALITY** Terms of Use (**our “services”**). You may contact the Controller by writing to the following email address: contact@widelab.co.

In principle, the legal basis for data processing is Article 6(1)(b) of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; **the “GDPR”**). Your personal data is processed to perform our services.

The basis for data processing may also be your consent (Article 6(1)(a) of the GDPR) and our legitimate interest (Article 6(1)(f) of the GDPR), related to security or asserting rights and claims.

Provision of personal data is not mandatory.

The data will be kept for no longer than it is necessary to perform the services, or to provide you with a job offer, or to assert or defend the rights and claims related to its performance or non-performance, unless – and to the extent that – the provisions of applicable law provide otherwise.

The Controller may transfer data to the following categories of recipients: providers of technical infrastructure or cloud applications, and other entities typically involved in supplying our services and enforcing rights and obligations related to them.

The Controller does not intend to transfer data to a third country or to international organizations, or to make decisions or have a similar significant influence you based solely on the automated processing of personal data.

Subject to the exclusions, limitations, or special conditions provided for in the provisions of the applicable law on the protection of personal data, you have the right to: access their data, rectify it, transfer, and delete it, and limit data processing, as well as object to its processing.

In connection with the processing of personal data by the Controller, you have the right to lodge a complaint with the supervisory body, such as the President of the Personal Data Protection Office (see: <https://uodo.gov.pl/en/559/941>).