

TERMS AND CONDITIONS FOR THE USE OF THE WEBSITE WWW.TECHLOOP.IO BY JOB SEEKER

(the “T&Cs”)

GENERAL TERMS AND CONDITIONS OF THE USE OF OUR WEBSITE

These T&Cs contain basic rights and obligations of Quantiq s.r.o., identification no.: 032 57 550, with its registered office at Václavské náměstí 838/9, Nové Město, 110 00 Prague 1, Czech Republic (the “**Provider**”) and you, as the natural person who has registered and seeks job opportunities (the “**Job Seeker**”) through www.techloop.io (and/or other websites, as applicable) (the “**Website**”). The Privacy Policy forms an integral part of the T&Cs.

The Provider operates a platform techloop.io located on the Website through which it (i) operates an online marketplace connecting Job Seekers and any eligible person making Job Offers (as defined below) through Website in order to attract the Job Seekers (the “**Hiring Company**”) (Job Seekers and the Hiring Company together as the “**Users**”); and (ii) provides further related services to the Users in accordance with the Provider’s current offer of services on the Website (the “**Services**”).

These T&Cs govern the rights and obligations of you as the Job Seeker in relation to the use of our Services as the Provider, as well as other related legal relationships.

For the purposes of certain Sections of these T&Cs, the term “Hiring Company” shall also include any entity which shall conclude the employment agreement or other respective agreement as required by the specifics of the respective Job Offer as defined below (the “**Employment Agreement**”) with the Job Seeker instead of the entity registered on the Website, such as Hiring Company’s subsidiary.

HOW TO USE OUR SERVICES

In order to be able to use the Services, you shall first create your profile which shall contain the information regarding personal information, professional skills, qualification, work experience and further relevant information which might be useful for the Hiring Company (the “**Job Seeker’s Profile**”). Your personal information will be not available to the Hiring Companies until the moment of making a Job Offer pursuant to these T&Cs.

Each Hiring Company shall create its profile, i.e. webpage promoting the Hiring Company’s unique culture, team and projects and/or containing further information regarding the Hiring Company (the “**Hiring Company’s Profile**”). The Hiring Companies proposes career opportunities through Website (the “**Career Opportunity**”). The Hiring Company is entitled to change the specifications of the Career Opportunities and/or to cancel the Career Opportunities during the term of their publication on the Website.

You may list through the Career Opportunities right after you have registered. If you like any of the Career Opportunities, you can apply for the respective Job Offer online through the Website by choosing an option [“*I’m interested*”] (or similar) available within the respective Career Opportunity.

If the Hiring Company finds you interesting too, the Hiring Company may offer you a job (the “**Job Offer**”). You may find all of your Job Offers through the Website and decide, whether you want to accept it.

In case that you and the Hiring Company agree with a conclusion of the Employment Agreement (of any kind) be aware of the fact that Provider bears no responsibility for any obligations that you arrange in the Employment Agreement or may later occur as a result of the Employment Agreement. Such Employment Agreement is concluded exclusively by you and the Hiring Company and between you and the Hiring Company, thus outside the scope of the Website or the Services.

If you are hired by the Hiring Company while using the Services, you are entitled to obtain a signing bonus under conditions stipulated herein (the “**Signing Bonus**”).

Regardless of the Career Opportunities, you can further take coding challenges or perform other tasks available on the Website in order to demonstrate your skills to the other Users. The results of the above are available to the Hiring Companies through the Website.

The Provider hereby declare that The Services do not consist in and, therefore, the Provider does not act as a job occupations mediator, employment agency or any other intermediary between the Job Seekers and the Hiring Companies (in particular, such as the employment agency pursuant to the Act No. 435/2004 Coll., on Employment, as amended).

The T&Cs of Services for Hiring Companies are governed by a separate document (the “**T&Cs for Hiring Companies**”).

YOU AS THE JOB SEEKER

By accessing the Website, by Registration or creating the Job Seeker’s Profile or by any other use of the Website, you become the user of the Website, and therefore you shall get familiar with these T&Cs.

You as the Job Seeker shall:

- be natural person;
- be at least 18 years old;
- have full legal capacity.

By Registration or otherwise expressing your agreement to the T&Cs, you undertake to comply with these rules, including any and all rules and further terms and conditions referred to by these T&Cs. You are not authorized to use either the Website or the Services if you do not agree with the T&Cs.

If you want to use the Services, you shall create the Job Seeker’s Profile in which you are authorized to change (at any time) the provided information.

CANCELLATION OF THE REGISTRATION

The Registration may be cancelled by either the Provider or the Job Seeker anytime (even without prior notification) online through the Website.

The User Content (certain categories, in particular the information provided within the Users' discussions and the inputs provided by the Users within the coding challenges and/or other tasks available on the Website) provided within the Website by the respective Job Seeker may remain available through the Website to other Users even after the cancelling of the Job Seeker's Registration. The Provider is not obliged to remove or make unavailable in other way such User Content pursuant to the previous sentence.

USER CONTENT

Unless indicated otherwise in these T&Cs, any and all content available through the Service (with the exception of the Website components itself) is provided by the Users and, therefore, such content shall be understood as the User Content. Each User (and such User exclusively) shall be responsible for the User Content provided on the Website by such User. The personal data shall not be part of the User Content.

The Provider has the right at any time (even without prior notification) to delete or make unavailable any User Content, if (i) the User Content breaches the legal regulations or these T&Cs; and/or if (ii) the Provider for any other reason and at its sole discretion deems necessary or appropriate to delete or make unavailable particular User Content.

The Provider reserves the right to take necessary legal actions against the Job Seekers that place the User Content infringing either the applicable legal regulations and/or these T&Cs on the Website. With respect to the User Content infringing the legal regulations and/or these T&Cs, the Provider will take immediately after the notification on such User Content (the "**Notification**") all necessary steps which might be reasonably required on the Provider in order to delete or make unavailable such User Content.

PAYMENTS AND REMUNERATIONS

Unless specified otherwise herein, the Services are provided to you as the Job Seeker free of charge to. You shall bear all your costs incurred in relation to the use of Services and/or access to and use of the Website (e.g. costs of communication services, such as the Internet).

You are eligible for Signing Bonus providing these two conditions are met: (i) you are hired by the Hiring Company (irrespective of the legal nature of the agreement between you and the Hiring Company) while using the Services; and (ii) you do not terminate the Employment within first three months of the Employment and/or you are not dismissed by the Hiring Company within first three months of the Employment (the "**Employment Termination**").

For the purposes of this section Payments and Remunerations, the Employment Agreement shall mean any Employment Agreement concluded between you (or any person recommended by you as stipulated in 5th paragraph of this section) and the Hiring Company with the weekly working time set to 40 hours and the Employment lasting longer than for 3 months following its conclusion. For avoidance of any doubts, the Employment Agreement shall not mean any-part time job, or any other project work under

which the Employment is concluded for less than 480 working hours in 3 months following its conclusion.

The Signing Bonus amounts to an equivalent of EUR 500 per each Employment Agreement concluded by you which shall be paid in appropriate legal and tax form and upon the decision of the Provider. The Signing Bonus shall be paid in the local currency of your state by a wire transfer to your bank account after the first three months period of the Employment is successfully completed. For avoidance of any doubts, you are only entitled to receive the Signing Bonus if the Employment Agreement is concluded by and between you and the Hiring Company within the scope of the Website and the Services.

If you recommend someone, personally or by using the referral scheme available at: http://bit.ly/techloop_refer_a_friend, who is later hired, you are entitled to receive a bonus amounts to: (i) the equivalent of EUR 250 per each person who will conclude the Employment Agreement (the “**Recommended person**”) which shall be paid in appropriate legal and tax form upon the decision of the Provider. The bonus shall be paid in a local currency of your state by a wire transfer to your bank account specified within the Registration after the first three months period of the Employment of the Recommended person is successfully completed. For avoidance of any doubts, you are only entitled to receive the bonus if the Employment Agreement is concluded by and between the Recommended person and the Hiring Company within the scope of the Website and the Services.

For avoidance of any doubts, it is at the discretion of the Provider to decide whether you meet the conditions stipulated in these T&Cs for Signing Bonus. The Provider reserves the right to change the amount of the Signing Bonus and/or to cancel its payment or to change other terms related to any payments made under these T&Cs.

YOUR RIGHTS AND OBLIGATIONS

While using the Services you shall provide accurate, complete, true and up-to-date information at any time. When communication with other Users, you shall provide only true information, behave and act politely and respectfully.

While using the Services you shall comply with legal regulations and respect the Provider’s and third persons’ rights. You shall not, in particular:

- use the Website and the Services contrary to these T&Cs;
- use the Website and the Services in a way capable of causing any harm to the Provider, other Users and/or third persons;
- change the content of the Website and/or the system which realizes the transmission from the Website to third persons, or interfere in any other way with the Website and/or the system which realizes the transmission from the Website to third persons, jeopardize or disturb their operation;
- gain personal data of other Users;
- use the mechanisms, software or other actions that could adversely affect the operation of the Website. The Website can be used solely to the extent not interfering with the rights of other Users or the Provider and in compliance with the purpose of the Website.

You shall not “circumvent” and/or attempt to “circumvent” the Website and the Services, i.e. shall not directly or indirectly liaise (and/or attempt to liaise) with the Hiring Companies known to the Job Seeker as a result of using of the Website and/or the Services outside the scope of the Website.

You hereby accept and understand that you are the only person responsible for the process pertaining to seeking of the job opportunity through the Website and you shall be responsible for any direct or indirect harm or damage incurred by the Hiring Companies or third persons (if applicable) due to the above.

You are liable for any direct or indirect harm or damage caused by your acts (or omissions) contrary to these T&Cs and/or legal regulations.

RIGHTS OF THE PROVIDER TO THE WEBSITE

The Provider is the owner of the Website.

The Website constitutes a copyrighted work and the database in the sense of the Act no. 121/2000 Coll., Copyright Act (the “**Copyright Act**”). The Provider performs any and all economic rights relating to the Website.

The content of the Website shall not be stored, modified or spread unless the Provider grants a prior written consent to the above. Any economic rights relating to the Website shall not be performed by any other third persons without prior written approval of the Provider.

CONSEQUENCES OF INFRINGEMENT OF TERMS AND CONDITIONS

If you breach these T&Cs, the Provider is entitled to (subject to Provider’s sole discretion): (i) restrict the rights of the Job Seeker and/or the scope of Services provided to the Job Seeker; and/or (ii) cancel the Registration of the Job Seeker and prevent the Job Seeker’s access to the Website and further use of the Services.

DISCLAIMER

The Services are provided by the Provider “as they are” and the Provider does not provide any guarantees to the Job Seeker regarding the Services and/or the Website. In particular, the Provider does not guarantee that:

- the Website and the Services will be available continuously twenty-four hours a day, seven days a week;
- the Website and the Services will be fully functional throughout all time of providing of the Services;
the Website and the Services will be provided free of errors;
- the User Content will be backed up within the Website and will not be damaged, changed or deleted;

- the User Content does not violate the legal regulations and rights of Users and/or third persons.

The Provider shall not be liable for any direct or indirect harm or damage that may be caused to the Job Seeker in connection with use of the Website or the Services. In particular, the Provider shall not be liable for any direct or indirect harm or damage caused:

- by (i) non-functioning, (ii) unavailability or (iii) bad availability, functioning or speed of the Website or the Services, (iv) by interruptions in operation and/or (v) failure in the Website or the Services;
- by downloading of the User Content or other information published on the Website;
- by computer viruses;
- by loss of the User Content or other information of the Job Seeker;
- by unauthorized access to the User Content or other information of the Job Seeker;
- by misuse of the Website or the Services by the Users or third persons;
- by non-delivery, non-storage or loss of any User Content;
- by terminating of operation of the Website or Services.

The Provider shall not be responsible for the User Content and other information available within the Website that was provided and/or made available by the Users or third persons. The Provider shall not be responsible for any direct or indirect harm or damage incurred by the Job Seeker in connection with the access to the User Content or further information pursuant to the previous sentence or in connection with the use of the above.

The Provider shall not be responsible to any extent for any part of the process pertaining to seeking of the job opportunity through Website.

Clicking on the links on the Website may cause leaving the Website and redirecting to the websites of the third parties. The Provider shall not bear any responsibility with respect to the websites of the third parties and shall not indemnify the Job Seeker for any direct or indirect harm or damage incurred by the Job Seeker in connection with the websites of the third parties pursuant to the previous sentence. The Provider recommends to the Job Seeker to get familiar with the terms of use or other terms and conditions issued by providers of such websites of the third parties.

FINAL PROVISIONS

The Provider reserves the right to terminate at any time and without compensation the operation of the Website and/or the providing of the Services.

The Provider reserves the right to restrict or terminate at any time the Job Seeker's access to the Website.

The Provider reserves the right to modify at any time and in any way the Website, the Services, their scope and conditions, without prior notification to you as the Job Seeker. You hereby take into account and agree that such modification can affect or completely exclude the functionality of particular Services. The Provider shall not indemnify you for any direct or indirect harm or damage arising out of the above.

The Provider reserves the right to unilaterally change or amend at any time the wording of these T&Cs. The Provider shall keep you informed of the changes to the T&Cs within the Website or in any other appropriate form so that you are able to get familiar with the actual version of the Terms and Condition without unreasonable complications. The T&Cs shall become effective at the moment of their publication on the Website. The changes of the T&Cs become effective towards you only if you express your agreement to the amended T&Cs. Continuing to use the Website and the Services by you , after the date specified by the Provider as the effective date of amendments to the T&Cs shall be considered to be the expression of the agreement to the amended version of the T&Cs. If you do not agree with the amendments of the T&Cs, you shall refrain from use of the Website and the Services after the date specified by the Provider as the effective date of amendments to the T&Cs; in such a case, you are entitled to cancel you Registration.

Any and all legal relationship arising out of or in connection with the Website and the Services and their use are governed by the laws of the Czech Republic, regardless of where the access to and the use of Website took place. All disputes arising out of or in connection with the Website and the Services and their use shall be decided by the competent court of the Czech Republic.

In case that the consumer dispute between the Provider and the Job Seeker arises out of the use of the Services, which cannot be resolved by a mutual agreement, the purchaser may submit the motion for the extrajudicial handling of such dispute to the designated authority for extrajudicial handling of the consumer disputes, which is

Česká obchodní inspekce
Ústřední inspektorát - oddělení ADR
Štěpánská 15
120 00 Praha 2

Email: adr@coi.cz
Web: adr.coi.cz

The consumer may also use the online platform for resolving of the disputes, which is instituted by the European Commission on the address <http://ec.europa.eu/consumers/odr/>.

You as the Job Seeker take into account and agree that the rights and obligations pertaining to the Website and the Services pursuant to these T&Cs can be assigned to third persons in compliance with applicable legal regulations. The succession or assignment of the rights and obligations of the Provider shall not have any effect on the validity and effectiveness of these T&Cs.

These T&Cs shall become effective on 01.01.2017