

Terms of Service of bitpeak.com

General Provisions

- 1) These terms (Terms) define the rules for using the website bitpeak.com ("Service"), owned by BitPeak sp. z o.o., located at 2 Opatowska Street, 01-696 Warsaw, REGON: 369663186, NIP: 5252742732, registered in the business register under the number KRS: 0000722498 by the District Court for the capital city of Warsaw, XII Commercial Division of the National Court Register ("Operator").
- 2) Users of the bitpeak.com website are required to comply with these Terms.
- 3) The bitpeak.com website is used to present information about the company's activities, particularly its offers, past projects, and events related to the company's life, as well as the creativity of employees through their articles, providing a contact form, and redirecting users to external job offer websites.

Use of the Website

- 1) Use of the bitpeak.com website is free of charge.
- 2) The website does not require user account registration.
- 3) Users agree to use the website in accordance with the law, good customs, and social coexistence principles.
- 4) Users must not take actions that may disrupt the website's functioning, especially through the use of software or devices that may affect the website's operation.

Contact Form

- 1) The bitpeak.com website allows users to contact the company via the contact form.
- 2) Users using the contact form must provide truthful personal data.
- 3) The personal data administrator, BitPeak sp. z o.o., processes personal data in accordance with the Privacy Policy available on the bitpeak.com website.

Recruitment

- 1) The bitpeak.com website provides information about current job offers at BitPeak sp. z o.o.
- 2) Job offers are available on external websites to which the user is redirected.
- 3) The recruitment process is conducted through external websites, and Bit Peak sp. z o.o. is not responsible for the content and operation of these sites.

Use of the Service

- 1) The Operator reserves the right to modify the technical manner of service delivery in accordance with the scope and conditions resulting from the possessed rights and technical capabilities.
- 2) To ensure the security of message transmission and in connection with the provided services, the Operator takes technical and organizational measures appropriate to the degree of threat to the security of the provided services.

- 3) Users are particularly obliged to:
 - a) Use the Service in a manner that does not disrupt its operation, especially through the use of bots or other software (e.g., for attacks on the Service, data mining, and scraping, used for spam), IT tools, or devices;
 - b) Refrain from actions such as sending or posting unsolicited commercial information or other information not requested by the user (spam) through the Service, performing IT activities, or any other actions aimed at obtaining information not intended for the User;
 - c) Use the Service in compliance with applicable laws and the provisions of the Terms;
 - d) Use the Service in accordance with the regulations of external data providers, particularly social networks such as Facebook, Twitter, Instagram, and YouTube;
 - e) Refrain from delivering and posting content in the Service that is prohibited by applicable laws;
 - f) Use the Service in a manner that is not burdensome to other Users and the Operator, respecting their personal rights (including the right to privacy) and all rights they are entitled to;
 - g) Use all content posted within the Service only for their internal or personal use. Use of the content in any other scope is permissible only based on written consent provided by the Operator.
- 4) The Operator is not liable for any infringement of third-party rights or any damage caused to third parties as a result of and in connection with actions taken by the User using data collected by the User in connection with the provided services.
- 5) The Operator is not liable for any content obtained during the provision of the Service to the User and any damage caused by it.

Content

- 1) Users acknowledge that the content provided in the Service, particularly all information, data, texts, graphics, logos, video, and music materials, are intended solely for the User's use and may be used only in accordance with the purpose specified in the Terms.
- 2) Users acknowledge that the content in the Service:
 - a) May contain materials subject to third-party copyrights, particularly mentions, entries, and comments posted on social media;
 - b) Due to third-party copyrights or other intellectual property rights, may be made available to the User in a fragmented manner and in accordance with the rules applicable to external data providers or applicable laws;
 - c) Due to the dynamic nature of information appearing on the Internet, is current at the time of posting on the Service;
 - d) Due to the immeasurability and uncountability of certain phenomena occurring on the Internet and their modality (variability), may contain data provided approximately or estimated.

- 3) The Operator reserves the right to remove content involving third-party copyrights from the Service at any time, block access to such content, or demand that the User immediately cease using it.
- 4) In case of posting any content by the User in the Service, the User is required to comply with the applicable general laws and the regulations of services or other rules applicable to other services or websites when the User downloads information from them. The Operator is not liable for any violations by the User in this regard.
- 5) In case of comments regarding the content provided on the site or requests for their change or removal, please contact: office@bitpeak.com.

Changes to the Terms

- 1) BitPeak sp. z o.o. reserves the right to make changes to these Terms.
- 2) Changes to the Terms will be published on the bitpeak.com website.
- 3) Use of the bitpeak.com website after changes to the Terms are made means that the user accepts these changes.

Final Provisions

- 1) Using the Service means acceptance of these Terms. If you do not accept these Terms, please leave the Service immediately.
- 2) The Terms come into effect on the day of their publication on the bitpeak.com website.
- 3) In matters not regulated by these Terms, Polish law applies.
- 4) The Operator reserves that the Service and its graphical elements, Operator's logos, navigation solutions, selection, and arrangement of content presented within the Service are the subject of the Operator's exclusive rights.
- 5) The Operator has the right to change the Terms at any time. The User is bound by the new content of the Terms if they accept its content or do not terminate the Agreement within 14 days from the date of receiving information about the change in the Terms. If the User does not agree to the new content of the Terms by submitting a statement of termination of the Agreement, the Agreement terminates on the last fully paid Subscription Period.

These Terms were published on July 26, 2024.