

Terms of Service PACKSU

This Terms of Service ("Terms") constitutes a legally binding agreement between you (the "User") and Joanna Idaszka, with its registered office in Fosowa 11/1 ; 62-069 Dabrowka, hereinafter referred to as the "Service Provider", concerning your use of the website www.packsu.com (the "Service").

The Service is available globally in English.

By registering an account or using the Service, you accept these Terms. If you do not agree with the Terms – do not use the Service.

§ 1. Scope of Services

1. The Service enables Users to:
 - a) create and manage a User account;
 - b) publish content, including job offers, professional profiles, and related materials, and access content on the Service;
 - c) establish professional connections and communicate with other Users;
 - d) subscribe to a newsletter with information regarding the Service Provider and the Service.
2. The functionalities described above are available only to registered Users. Available features may differ depending on the type of account the User registers. The following account types are available: Expert, Recruiter, Producer/Startup.

§ 2. Registration and Account Management

1. To register, the User must complete the registration form, accept the Terms and the Privacy Policy, and confirm their email address.
2. The Service is available to persons aged 18 or over.
3. The User agrees to provide true and up-to-date information and to keep it current.
4. Accounts are personal and non-transferable (only one person may use an account). The User should not disclose login credentials (login and password) to anyone.

§ 3. User Obligations and Content Guidelines

1. The User may only publish content that:
 - a) Is accurate and not misleading;
 - b) Is professional and courteous;
 - c) Does not contain third-party personal data;
 - d) Does not infringe third-party rights, including intellectual property rights;
 - e) Does not violate laws or personal rights;
 - f) Does not constitute spam or unwanted advertising.
2. The User grants the Service Provider a non-exclusive, free of charge, worldwide and time-unlimited license to use content posted by the User for the purpose of providing and promoting the Service. The User declares they are authorized to grant this license. If this declaration proves to be false, the User shall be liable for any third-party rights violations.
3. The Service Provider reserves the right to remove content that violates these Terms or applicable laws.

4. Job offers must accurately reflect reality and include truthful information about the position, requirements, and compensation (if disclosed). Misleading or discriminatory job offers are prohibited.
5. The Service Provider may moderate, edit, or remove content, including job offers, if:
 - a) It promotes illegal activities;
 - b) It contains illegal, discriminatory, offensive, or hateful content;
 - c) It contains obscene, violent, or pornographic content;
 - d) It is inconsistent with the professional nature of the Service.
6. Users are prohibited from:
 - a) Using the Service for unlawful activities;
 - b) Posting false, defamatory, offensive, or hateful content;
 - c) Infringing intellectual property or privacy rights of others;
 - d) Interfering with the Service's operation, availability, integrity, or confidentiality;
 - e) Using bots or automated tools to access the Service.
7. The Service Provider may block a User account if a violation of the Terms or laws is suspected, pending clarification. The reason for the block will be communicated via email. If the User fails to respond within 14 days, the account will be deleted.
8. The Service Provider may delete a User account immediately in case of a serious or repeated violation of the Terms or laws, particularly if the User has posted illegal or infringing content. The reason for account deletion will be communicated via email.

§ 4. Payments

1. Posting job offers, promoting them, and ordering candidate databases are paid services. Fees are shown in the Service prior to publication and must be paid upfront.
2. Payments are processed via Stripe. Stripe's terms apply.
3. The Service Provider does not store credit card data. Payment data is handled by Stripe.
4. The User agrees to pay in advance for any ordered service. The Service Provider is not obligated to provide unpaid services.
5. If the User wants an invoice, they must request it before placing an order. Invoices are sent electronically to the User's email address, and the User consents to this form.

§ 5. Termination of the Agreement and Service

1. The User may terminate the agreement by deleting their account. Termination occurs upon deletion. If the User has active paid services, the account will be deleted after the paid period ends. No mutual refunds apply.
2. The Service Provider may terminate the agreement and delete the User's account immediately for important reasons, including:
 - a) Actions by the User that threaten Service or User security;
 - b) Circumstances in point 3.8;
 - c) Court or administrative orders;
 - d) Failure to meet registration conditions or submitting false declarations.
3. The Service Provider will delete an account after 12 months of User inactivity.

4. The Service Provider informs the User of the reason for termination via email.
5. The Service Provider may shut down the Service for valid reasons, including: economic unviability, change of legal form, replacement with another business model, changes in law, or binding court/administrative rulings. Users will be informed via email 30 days in advance. During this time, the Service remains available. If services are paid beyond this period, access remains until the billing period ends.

§ 6. Right of Withdrawal

1. In addition to termination rights under § 5, a User who is a consumer may withdraw from the contract without reason within 14 days from registration.
2. To exercise this right, the User should notify the Service Provider via a clear statement (e.g., in writing or by email). The Service Provider will confirm receipt on a durable medium. A template withdrawal form is attached as Annex 1. Sending the notice before the deadline is sufficient.
3. Upon withdrawal, the contract is deemed void.
4. The withdrawal right does not apply if the User, as a consumer, consented to the service beginning before the 14-day period expired.

§ 7. Personal Data

Information about the processing of User personal data and their rights is provided in the Privacy Policy.

§ 8. Amendments to the Terms

1. The Service Provider may amend the Terms for valid reasons, such as:
 - a) Changes in law;
 - b) Court or administrative decisions against the Service Provider;
 - c) Development or changes to Service features;
 - d) Modifications to the registration process;
 - e) Change in the legal form of the Service Provider;
 - f) Enhancing security, preventing abuse, or resolving ambiguities;
 - g) Updating technical standards.
2. Users will be informed by email 14 days before changes take effect. Continued use constitutes acceptance.

§ 9. Governing Law and Dispute Resolution

1. The Terms are governed by Polish law. If the User is a consumer residing in another EU country, mandatory protections of that country also apply.
2. Disputes are resolved by courts competent for the Service Provider's registered office, unless consumer laws provide otherwise.
3. EU Users may use the ODR platform for online dispute resolution:
<https://ec.europa.eu/consumers/odr/>
4. The Service Provider does not use out-of-court dispute resolution mechanisms unless required by law.

§ 10. Complaints

1. Complaints may be submitted by email: contact@pacsku.com.
2. A complaint should include the User's identifying data and a description of the issue.
3. The Service Provider will respond within 14 days via email.

§ 11. Contact

Contact with the Service Provider is possible via:

- a) Post: Fosowa 11/1 ; 62-069 Dąbrówka.;
- b) Email: contact@packsu.com

Annex 1

Model Withdrawal Form for the Consumer

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

Addressee:

Joanna
email address: ...contact@packsu.com

Idaszak

I hereby inform you of my withdrawal from the contract for the use of the Packsu portal.

.....

(signature)

Notice

You have the right to withdraw from the contract for the use of the Packsu portal within 14 days without giving any reason. The withdrawal period expires 14 days after the date the contract was concluded.

To exercise the right of withdrawal, you must inform the Service Provider of your decision to withdraw from the contract by means of a clear statement (e.g., sent by mail or email). In case of withdrawal, the contract shall be deemed not concluded. If you submit the withdrawal statement electronically (by email), the Service Provider will promptly confirm receipt of such statement on a durable medium.

You may use the model withdrawal form above, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.