

Terms of Service

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These terms of Service shall govern your use of the App delivered to you by 67talents as well as the use of any related content.

1. General provisions

1. These Terms of Service define the type, scope and conditions of Provision of Electronic Services through the App, including the terms of use of the System.
2. The owner of the App is 67talents, email address: contact@67talents.com
3. The use of the App and the Services provided through it requires prior acknowledgement with these Terms of Service and their approval. The failure to accept the Terms of Service prevents you from placing an order and using the Services.
4. Due to the nature of the Services, the Terms of Service do not apply to the Consumers.

2. Definitions

The following terms used in these Terms of Service shall have the meanings given to them below:

1. **Act on Provision of Electronic Services** means the Act of 18 July 2002 on the provision of services by electronic means (i.e. of 3 March 2020, Journal of Laws 2020 item 344),
2. **Activation Link** means an encoded link generated after the payment for Services order, individually assigned to the Customer, which after the completion of the access code enables access to the Customer Account,
3. **App** means an organised IT and information platform enabling the Customer to use the Services and access to digital content developed by the Service Provider,
4. **Consumer** means a natural person who makes a legal transaction with an entrepreneur that is not related directly to his/her economic or professional activity, as well as an entrepreneur running a sole proprietorship, entering into contracts of a non-professional nature, who is granted a consumer nature rights under the provisions of law (including the Act on Consumer Rights and the Civil Code),
5. **Contract** means a contract for the Provision of Electronic Service, executed remotely between the Service Provider and the Customer, the subject and content of which is determined by the provisions of these Terms of Service, Price List, and information on the Services available on the App,
6. **Customer** means the Entrepreneur using the Services under the Contract for purposes directly related to his/her economic or professional activity,
7. **Customer Account / Account/You** means a part of the App, constituting a set of resources and rights assigned to a particular Customer, available after logging in with a login and password, through which the Customer has access to the System and may use the Services,
8. **Entrepreneur** means a natural person not being a Consumer, a legal person or an organisational unit which is not a legal person and to which a separate act grants legal capacity, performing business, including partners of a civil law partnership, to the extent of the business activity they perform,
9. **GDPR** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation),
10. **Marketplace** - the platform tied to the respective platform vendor (i.e. Atlassian) which provides the distribution and sales of the App,

11. **Platform** - the application environment hosting the app and providing the baseline functionality which the App extends (e.g. Atlassian Jira, Confluence, or others)
12. **Price List** means a list of information on the fees for the Services provided by the Service Provider, available on the App under the tab "Price List" / at the address: HTTP:....., constituting an integral part of these Terms of Service,
13. **Provision of Electronic Services** means a provision of the Services to the Customer without the simultaneous presence of the parties (at a distance) through the transmission of data at the individual request of the Customer, which are transmitted and received through electronic processing equipment, including digital compression, and data storage, which is entirely sent, received or transmitted via a telecommunications network within the meaning of the Act of 16 July 2004. - Telecommunications Law,
14. **Service Provider** means an entity providing Services electronically under the Terms of Service, Price List and information about the Services available on Atlassian Marketplace
15. **Services** mean free of charge and chargeable services performed by the Service Provider to the Customer electronically, through the App, involving ensuring the Customer access to the System and its functionalities, as well as its proper operation,
16. **Settlement Period** means a period for which the Customer's obligations under the Services provided on a subscription basis are settled,
17. **Subscription Fee** means a fee for the use of the Services in a given Settlement Period, paid by the Customer in an amount specified in the Price List,
18. **System** means IT solution being software, together with elements other than software, available in the SaaS (Software as a Service) model, provided by the Service Provider to the Customer through the App under the Contract,
19. **Terms of Service** mean these Terms of Service for the Provision of Electronic Services, constituting standard contract and at the same time complying with an obligation referred to in Article 8 (1) (1) of the Act on Provision of Electronic Services.

3. Technical requirements

1. Using the App, including in particular the Services, requires meeting the minimum technical requirements necessary for cooperation with the System, i.e.:
 - a. having a functioning device with an Internet connection (e.g. computer, tablet, smartphone),
 - b. permanent broadband Internet connection,
 - c. current and correctly configured web browsers,
 - d. active email address,
 - e. cookies and JavaScript enabled.

4. Use of the App

1. By accepting these Terms of Service, the Customer is obliged in particular:
 - a. not to provide unlawful content, including but not limited to: post offensive, untrue, immoral, violating good practices, promoting violence and hatred content,
 - b. not to undertake any actions aimed at disrupting the functioning of the App and gaining access to information or data not intended for the Customer,
 - c. not to undertake any other actions which would be contrary to applicable laws, good practices or would violate the rights and personal interests of the Service Provider and third parties.
2. The Customer undertakes to use the content of the App solely for his/her own purpose and for the performance of the Contract. Use of the resources and functionalities of the App for other purposes, requires a separate, prior and written consent of the Service Provider.
3. In the event that the Customer using the App, breaches these Terms of Service or the applicable laws, or in any other way acts to the detriment of the Service Provider and/or third parties, the Service Provider may restrict or deprive him of access to the App, effective immediately. The Customer shall be notified immediately of the measures taken by the Service Provider. Re-granting access to the App requires the prior consent of the Service Provider.
4. If the event referred to above occurs, the Customer should undertake immediate actions to eliminate the reason for the restriction or blocking of access to the Customer Account; otherwise, the Service Provider is entitled to terminate the Contract with immediate effect (without notice).

5. The Service Provider reserves the right to suspend the provision of the Services within the System due to maintenance or repair works, modernisation or rebuilding of the System. The Service Provider shall make efforts to ensure that the interruptions in the provision of Services are not onerous to the Customers. The notification on the planned, temporary suspension of the System shall be provided to the Customers by email to the email address provided during registration or through the Customer Account.
6. The Service Provider shall not be liable for interruptions in the provision of Services or disruptions in access to the App, caused by force majeure (fire, natural disasters, epidemics), Customer's equipment malfunctions, power or Internet connection cuts, unauthorised interference by the Customers or third parties or malfunctions of telecommunication systems and software installed on the Customers' computer equipment.

5. Disclaimer of Software Warranty

1. THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE SERVICE PROVIDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6. Indemnity

1. The Customer agrees to indemnify and hold harmless and defend the Service Provider, officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including fatal), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, your performance under these Terms, including all such causes of action based upon law, or based in whole or in part, upon allegations of negligent or intentional acts on your part, its officers, employees, agents, subcontractors, licensees, or invitees.

9. Intellectual Rights

1. The Service Provider reserves that the content of the App and the System are protected by intellectual property rights (e.g. graphic elements, logotypes, software).
2. The use of the App does not imply the acquisition of any rights in intangible assets to the works contained in the App. It is forbidden to copy, distribute, use or modify any elements of the App or the System without the Service Provider's prior consent.
3. The Service Provider grants the Customer a non-exclusive licence (hereinafter referred to as the "Licence") under which the Customer is authorised to use the App and the System for the intended purpose, including in accordance with these Terms of Service, the Price List and other notices posted on the App, and the licence granted to the Customer does not authorise to grant further licences (sublicenses).
4. The Licence is granted by the Service Provider without territorial limitations for a limited period, corresponding to the duration of the System access Service and expires upon the deletion of the Client's Account.

10. Final provisions

1. The Terms of Service are available free of charge on the App for each Customer.
2. The content of these Terms of Service is available in the Marketplace listing of the App.
3. The Service Provider reserves the right to amend the Terms of Service, subject to the protection of already acquired rights.
4. The Service Provider may regulate the use of the System differently, under a separate contract concluded with the Customer. In such a case, if any discrepancies occur, the provisions of the abovementioned contract shall prevail over the provisions of these Terms of Service.
5. These Terms of Service shall be governed by Polish law. Any disputes under these Terms of Service shall be resolved through amicable negotiations and if no agreement is reached, before a common court with jurisdiction over the Service Provider's registered office.

