

Rules
for delivering of electronic invoices (e-invoices)
for Clients of the company Grupa Pracuj sp. z o.o.

§ 1. Definitions.

The expressions used in these Rules shall have the following meaning:

Grupa Pracuj – Grupa Pracuj sp. z o.o. with its registered office in Warsaw at the address: ul. Prosta 68, 00-838 Warsaw, entered into the entrepreneurs' register maintained by the Local Court for the Capital City Warsaw, XII Commercial Division of the National Court Register under the number KRS: 0000584545, with the tax identification No. NIP: 5272749631 and the statistical No. REGON: 36297030100000;

Client – a legal entity, an organisational entity without legal personality as well as an individual conducting business activity, having an e-mail address, using services rendered on the basis of the Agreement concluded with Grupa Pracuj, according to which Grupa Pracuj is obliged to issue invoices for the services provided;

e-invoice or **Electronic Invoice** – an invoice, including a corrective invoice, replacement invoice, issued in an electronic format as referred to in article 2 point 32) and article 106n of the Act and sent to the Client by Grupa Pracuj by e-mail to the e-mail address indicated by the Client;

Agreement – service agreement concluded between Grupa Pracuj and the Client;

Act – the act on tax on goods and services dated 11 March 2004 (Official Journal of Laws of 2004, No. 54, item 535 as amended);

Rules – these rules specifying the rules for delivering of invoices by e-mail to Clients, including the rules for accepting and giving up the possibility for the Clients to receive e-invoices.

§ 2. General Provisions.

1. According to the rules stipulated herein Grupa Pracuj may deliver Electronic Invoices to the Client to the e-mail address indicated by the Client, instead of delivery of invoices in paper form via traditional mail.
2. Grupa Pracuj delivers Electronic Invoices to the Client free of charge.
3. Client's statement on acceptance of invoice delivery in electronic form as referred to in § 3 section 1 of the Rules does not deprive Grupa Pracuj of the right to issue and send invoices, replacement invoices and corrective invoices in paper form via traditional mail.
4. The legal basis for sending of invoices, corrective invoices and replacement invoices in electronic form is provided by the Act.
5. Grupa Pracuj guarantees the authenticity of the origin of Electronic Invoices, their legibility and integrity of their content with applicable provisions of law.
6. Each Electronic Invoice shall be provided with a secure electronic signature within the terms of article 3 point 2 of the Act dated 18 September 2001 on electronic signature (Official Journal of Laws of 2001 No. 130, item 1450 as amended), verified with a valid qualified certificate.
7. The Client does not have to have its own electronic signature to use e-invoices sent by Grupa Pracuj.

8. The Electronic Invoice provides for an accounting document. Sending of an e-invoice by e-mail by Grupa Pracuj according to § 4 section 1 of the Rules replaces sending of an invoice in paper form via traditional mail.
9. The format of the Electronic Invoice is a PDF file (Portable Document Format).
10. Should it be impossible as a result of formal or technical obstacles to deliver Electronic Invoices in accordance with the Rules, Grupa Pracuj shall issue an invoice, replacement invoice or corrective invoice in paper form and deliver them to the Client via traditional mail.

§ 3. Conditions for the Client Receiving Electronic Invoices.

1. The possibility of the Client receiving e-invoices to the e-mail address indicated by the Client is conditional upon the Client fulfilling jointly the following conditions:
 - 1.1. making a statement through the website grupapracuj.e-agreement.pl (the "Statement") on acceptance for receiving of invoices in electronic form, covering Client's data, i.e. in particular Client's No., tax No. NIP and the number of the last invoice as well as the Client's e-mail address to which e-invoices are to be sent;
 - 1.2. acceptance of the terms of the Rules by marking of the respective choice box;
 - 1.3. clicking on the activating link included in the e-mail communication sent by Grupa Pracuj to the e-mail address indicated by the Client in the Statement.
2. While making the Statement the Client represents that:
 - 2.1. it has a program allowing review of PDF files (e.g. Adobe Acrobat Reader) installed on its computer;
 - 2.2. during the term of the Agreement it will maintain the active e-mail address indicated in the Statement or in the case of e-mail change it will immediately notify Grupa Pracuj thereof according to the procedure specified in § 5 section 3 of the Rules.

§ 4. Rules for Issuing and Delivery of Electronic Invoices by Grupa Pracuj.

1. Electronic Invoices are issued by Grupa Pracuj, provided with a secure electronic signature and sent to the Client to the e-mail address provided by it in the Statement.
2. The Client may verify the authenticity of a signed Electronic Invoice with the help of a free of charge application available for download on the website:
http://www.itbcg.pl/assets/spaw2/uploads/files/AplikacjaWeryfikujacaPdf_v1.5.zip,
http://www.itbcg.pl/assets/spaw2/uploads/files/instrukcja_obslugi.pdf.
3. Grupa Pracuj may commence issuing of Electronic Invoices once it receives the Statement form the Client and the Client fulfils the conditions specified in § 3 of the Rules, not earlier than on the next day following the receipt of the Statement.
4. The moment of e-invoice delivery is the moment of sending it to the Client to the e-mail address indicated by the Client in its Statement.

§ 5. E-mail Address Changes and Giving up on Electronic Invoices Receipt.

1. The Client may give up receiving of Electronic Invoices by way of sending of a message to the e-mail address: e-faktury@pracuj.pl containing the Client's statement on giving up along with indication of the firm's name, Client's number and the e-mail address indicated previously in the Statement.

2. Giving up on receiving of Electronic Invoices according to section 1 of this paragraph stands for going back to sending invoices, replacement invoices and corrective invoices in paper form via traditional mail to the Client's address.
3. Grupa Pracuj discontinues sending of e-invoices by e-mail not earlier than on the day following the day on which it received the Client's statement on giving up on receiving invoices by e-mail in accordance with section 1 of this paragraph, however not later than within 30 days since the day following the day on which it received the above statement on giving up on receiving of invoices in electronic form. In the case as referred to in this section the Client will receive invoices in paper form via mail.
4. Repeated activation of the possibility to receive Electronic Invoices requires the Client making a repeated Statement in accordance with § 3 of the Rules.
5. The e-mail address to which Electronic Invoices should be sent, indicated in the Statement can be changed by sending a message to the e-mail address: e-faktury@pracuj.pl containing the Client's statement on such a change together with the new e-mail address to which e-invoices should be sent, the firm's name and the Client's number.
6. Should Grupa Pracuj not be informed of a change of the e-mail address in accordance with section 5 of this paragraph, Electronic Invoices are regarded effectively delivered upon sending them to the e-mail address indicated by the Client in its hitherto Statement.

§ 6. Formal and Legal Changes on the Part of the Client

1. Should the data provided by the Client in the Statement change – as a result of a change of the legal form of the Client, occurrence of other formal or legal changes on the part of the Client or the Client transferring its rights and obligations under the agreement concluded with Grupa Pracuj to a third party – the Client will be obliged to make a repeated Statement in accordance with § 3 of the Rules containing the Client's current data.
2. Should no Statement as referred to in section 1 of this paragraph be made, Grupa Pracuj shall not be obliged to send the Client e-invoices by e-mail any further.

§ 7. Personal Data Protection.

1. Grupa Pracuj is personal data administrator.
2. Personal data is processed for purposes indicated in the Rules.
3. The subject of data has the right of access to the content of its data and to correct it.
4. Providing data is obligatory on the basis of the Agreement.

§ 8. Final Provisions.

1. The Rules apply as of 31 January 2017.
2. In matters not stipulated herein the generally applicable provisions of law apply.
3. Grupa Pracuj reserves the right to amend the Rules.
4. The current Rules taking all and any amendments into account can be found on the website <http://grupapracuj.pl/grupa-kapitalowa/regulamin-faktury-elektronicznej>.