

ENGLISH

Terms of Use for the itmatch.dev Platform

Terms for electronically supplied services provided to business users

Effective date: 13 September 2026 | Version: 1.0

Operator: YASTIK SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, a Polish limited liability company with its registered office in Wrocław, address: 49 Księcia Witolda Street, unit 15, 50-202 Wrocław, Poland, KRS 0001074378, NIP 8971930898, REGON 527157682, share capital PLN 5,000, e-mail: legal@itmatch.dev.

1. General provisions

These Terms govern use of itmatch.dev and the services supplied by the Operator. The Platform is intended solely for businesses and other entities acting for professional or commercial purposes. It is not intended for consumers or candidates acting in their own name.

The Terms are made available free of charge before contract formation in a form that can be obtained, reproduced and retained. Creating a Company Account and selecting the single acceptance checkbox forms the electronic-services agreement and accepts the binding Terms, DPA and Master Platform NDA. Through the same checkbox, the Company confirms that it has read the Privacy Policy and Cookie Policy.

The documents are available at: Terms — <https://itmatch.dev/en/legal/terms/>; DPA — <https://itmatch.dev/en/legal/dpa/>; Privacy Policy — <https://itmatch.dev/en/legal/privacy/>; Cookie Policy — <https://itmatch.dev/en/legal/cookies/>; Subprocessor list — <https://itmatch.dev/en/legal/subprocessors/>. The Master Platform NDA is made available during registration and in the Account. The Operator records the user, Company, document versions, date and time, and acceptance IP address.

The Operator supplies only a technical B2B platform. It is not an employment agency, employer, personnel supplier, Company representative or party to contracts concluded between Companies.

2. Definitions

Platform — the website available at <https://itmatch.dev>, including its functions, user panel and communication tools.

Company — a business entity that has created a Company Account as a Vendor, Client or both.

Vendor — a Company that presents profiles of individuals whose services it is legally entitled to offer to other Companies.

Client — a Company that posts Requirements or seeks services provided by individuals made available by a Vendor.

Company Administrator — a person authorised by a Company to manage its Company Account, settings, permissions and Users.

Manager — an individual acting for a Company who has been granted access to specified Platform functions by a Company Administrator.

Employee Profile — information concerning the skills, experience, availability, commercial expectations or other characteristics of a person whose services may be offered by a Vendor.

Requirement — a genuine business need, project, role or service requirement posted by a Client.

Transaction — an agreement or other paid arrangement entered into directly between Companies following a contact or business opportunity obtained through the Platform.

Company Content — all data, photographs, profiles, Requirements, messages, offers and other materials submitted by a Company or its Users.

3. Eligibility and contract formation

A Company Account may be created only by a person with the capacity and authority to represent the Company or enter into these Terms on its behalf. The person accepting the Terms represents that they are at least 18 years old and have the required authority.

The Company is responsible for the acts and omissions of its Company Administrators and Managers using the Company Account, including their statements, messages and accepted commercial terms. Internal restrictions unknown to the Operator do not limit the Company's responsibility toward the Operator.

The Operator may request documents or data reasonably required to verify the Company, its representatives, tax status, authorisations, solvency or legal compliance. The Operator may refuse activation or restrict the Account while a justified verification remains pending.

4. Scope of Services and technical requirements

The Platform may provide:

- Company profiles and Administrator and Manager accounts;
- creation, editing and controlled disclosure of Employee Profiles and Requirements;
- rules-based, algorithmic matching of Profiles to Requirements;
- optional extraction of CV text and proposed form completion through the OpenAI API; the User always reviews, edits, deletes and decides whether to save the result;
- messages, offers, invitations, new-match notices, interviews and workflow status records;
- PDF and DOCX attachments and arbitrary links in chat; recognised e-signing-service links may be visually highlighted;
- transactional and security notifications sent through AWS SES from no-reply@itmatch.dev.

Use requires an Internet-connected device, a current browser, an active e-mail address, JavaScript and cookies necessary for login and security. The Company bears its own connectivity and infrastructure costs.

Malicious code, unsupported automation and circumvention of technical safeguards are prohibited.

5. Accounts, roles and security

The Company Administrator manages Users and decides whether a Manager may add Employee Profiles, Requirements or use other functions. The Operator is not responsible for permissions configured incorrectly by the Company.

Each User must use individual login credentials and must not share an account. The Company must promptly revoke access from persons who are no longer authorised and notify the Operator of any suspected account compromise.

The Operator's system administrators may access accounts, Company Content and messages only to the extent necessary for technical support, security, abuse prevention, moderation, legal compliance, as further described in the Privacy Policy.

6. Company obligations and Company Content

The Company must ensure that all information it provides is true, current, complete and not misleading. It must promptly update information when a profile, Requirement, availability or User authority changes.

A Vendor may create an Employee Profile only if it actually employs the relevant individual or has another valid legal basis and authority to offer that person's services. Before publication, the Vendor must have a lawful basis for processing and disclosing the person's data, provide all required privacy information, and obtain the person's consent to publication of their name or other identifying information where consent is required or is relied upon as the basis for publication.

A Client may post only genuine and lawful Requirements. Selection criteria must not be discriminatory or result in unequal treatment based on characteristics protected by law.

A User uploading a profile photograph represents that they are entitled to use it and agrees to its display within the Company Account. The Company is responsible for all rights in Company Content and the lawfulness of sharing it with the intended recipients.

7. Matching and the Operator's role

The Platform identifies similarities between Employee Profile data, Requirements and Company-selected filters using a rules-based algorithm. Matching does not use AI and does not make employment, counterparty or Transaction decisions.

The OpenAI API is used only as an optional aid to extract CV text and propose form fields. CV text, not the original file, is sent to OpenAI. The User sees the result before saving, may edit or delete it and decides whether to save it. The feature does not assess candidates or automatically affect matching.

Matching results are informational. The Operator does not guarantee completeness, ordering, accuracy or a business outcome. Each Company independently assesses the counterparty, person, qualifications, commercial terms and legal compliance.

The Operator provides only a B2B communication environment and is not a party to any Transaction, employer, employment agency, personnel supplier, agent or guarantor. It does not sign service, employment or staffing contracts on behalf of Companies.

8. Messages, offers, interviews and Transactions

Messages, offers, invitations and interview dates on the Platform support negotiations and record their status. Clicking to accept an offer or marking a stage as accepted records the event for Company convenience and Platform operation; by itself it does not conclude a B2B contract, employment contract or other Transaction.

Final agreements are concluded directly by the Companies in their chosen form and tools, including outside the Platform, by PDF or DOCX, or through an external e-signature service. Companies remain responsible for signatory authority, negotiations, counterparty checks, tax, insurance, permits, labour law, lawful engagement of a Specialist, confidentiality and performance.

The Operator may retain communication and event history as described in the Privacy Policy, in particular for security, notices and legal claims. The Platform does not continuously monitor all messages and does not guarantee content accuracy or the safety of external links.

9. Free access and possible future Paid Services

As of this version's effective date, use of the Platform is free. The Operator charges no subscription, one-off fee, commission or Transaction fee and does not process payment data on the Platform.

Any future paid feature or plan requires advance clear notice of its price, taxes, billing period, cancellation terms and fee start date, followed by the Company's separate, explicit acceptance. Non-acceptance creates no payment duty; the Company may stop using the affected service before the change takes effect.

No future fee or commission will apply retroactively, including to contacts, matches, relationships or Transactions begun while the Platform was free. Continued use of free functions alone does not constitute payment consent.

10. No Operator commission and proper use

The Operator currently charges no commission or Transaction remuneration. Moving a contact or concluding an agreement outside the Platform creates no payment duty to the Operator, including later for relationships begun during the free period.

Companies must not circumvent security or access controls or use the Platform for scraping, spam, unauthorised data acquisition or infringement of others' rights.

The separate non-circumvention clause in the Master Platform NDA protects a Vendor's relationship with the presented Specialist. It is a mutual Company-to-Company obligation and creates no commission or other fee payable to the Operator.

11. Prohibited use

The following conduct is prohibited:

- posting fictitious or outdated Requirements, false Employee Profiles, fabricated references or misleading information;
- publishing an individual whom the Vendor does not employ, whose services it has no right to offer or whose data it has no right to disclose;
- discrimination, harassment, threats, illegal content or content infringing personality rights, intellectual property or trade secrets;
- bulk data harvesting, scraping, crawling, bots, copying the database, creating a competing database or reselling data without the Operator's written consent;
- spam, unsolicited bulk messages, phishing, impersonation and use of contact data outside a legitimate business purpose;
- circumvention of limits, access controls or security, or unlawful attempts to obtain source code;
- malware, service overload, unauthorised security testing or interference with the Platform;
- uploading identity documents, health or biometric data, information about racial or ethnic origin, religion, beliefs, sexual orientation or other special-category data unless the Operator has expressly provided an appropriate function and legal basis.

12. Intellectual property and confidentiality

The Operator or its licensors own rights in the Platform, software, layout, marks, databases, graphics and documentation. For the contract term the Company receives a limited, non-exclusive and non-transferable right to use the Platform under these Terms.

The Company retains rights in Company Content and grants the Operator a non-exclusive, royalty-free licence limited to storing, technically processing, displaying and sharing it with intended recipients, securing the service and protecting legal claims.

Confidentiality between Companies is governed by the Master Platform NDA accepted with the Terms and made available during registration and in the Account. The parties may conclude a separate NDA, which prevails for that relationship to the extent expressly agreed.

13. Personal data

The Operator's processing is described in the Privacy Policy: <https://itmatch.dev/en/legal/privacy/>. Cookies are described at <https://itmatch.dev/en/legal/cookies/>. Processing entrusted by a Company to the Operator is governed by the DPA: <https://itmatch.dev/en/legal/dpa/>.

The Company is responsible for the lawfulness of data uploaded to the Platform, including Manager and Specialist data. Before upload, it must identify a lawful basis, provide required information, respect individual rights and minimise the data.

The Platform currently provides no self-service bulk export of all Company data. This does not restrict statutory rights of access, copy, rectification, erasure, restriction, objection or portability.

14. Moderation, notices and enforcement

The Operator has no general obligation to monitor all Company Content in advance. It may conduct human review after receiving a notice, detecting a risk or as part of security measures. The Operator does not use AI to make moderation decisions. Technical spam and malware filters may operate automatically, but material decisions may be reviewed by an authorised person.

A notice of illegal content or a breach of these Terms must be sent to legal@itmatch.dev and include reasons, the exact location or identifier of the profile, Requirement or message, the notifier's contact details and a good-faith statement. The Operator will confirm receipt and process the notice in a timely, objective and proportionate manner.

The ordinary sequence of enforcement is a warning, temporary suspension and, if the violation is repeated, Account deletion. The Operator may omit a warning and immediately remove content, restrict a feature, suspend or delete an Account where the violation is serious, manifest, illegal, threatens security or the User persistently abuses the Platform.

The Company will receive a clear statement of reasons for a material decision unless law, security or protection of an investigation prevents it. A free appeal may be submitted to legal@itmatch.dev within 6 months of notification. An authorised person reviews the appeal, and the decision is not made solely by automated means.

15. Termination, Account deletion and retention

A User may initiate deletion in the Platform or through support. The Account remains in a reversible deletion-pending period for 7 days and is then anonymised or soft-deleted. Removing a Manager does not automatically remove Company Content or business-message history.

An authorised Company representative may close the Company Account. Profiles, Requirements and other objects are hidden or soft-deleted; some records remain in the database without an automated physical-deletion deadline. Messages, offers, events, contracts and legal-acceptance records may remain for inter-Company continuity, security, evidence and claims, subject to the Privacy Policy and applicable erasure rights.

The Company should secure needed information before closure because bulk export and later access are not guaranteed. Detailed criteria, backups and individual rights are stated in the Privacy Policy.

Intellectual-property, confidentiality, liability, lawful retention and dispute provisions survive termination.

16. Availability, liability and reimbursement

The Operator uses professional care to maintain the Platform but does not guarantee uninterrupted availability, absence of errors or any result. Maintenance, feature changes and security interruptions may occur. An SLA applies only under a separate written agreement.

To the maximum extent permitted by law, the Operator is not liable for Company data or conduct, external links or signing services, lost business opportunities, counterparty selection, Specialist qualifications or availability, Transaction non-performance, indirect loss, lost profit, revenue, data or reputation.

The Operator's aggregate liability to one Company for events in any consecutive 12 months is limited to PLN 1,000. This does not apply to wilful misconduct, gross negligence, personal injury, liability that cannot lawfully be limited or mandatory data-subject rights.

The Company is responsible for infringements caused by its Content, lack of rights to Specialist data, unlawful Requirements, confidentiality breaches and its Transactions. To the extent lawful, it will reimburse reasonable documented third-party-claim costs caused by such infringement.

Neither party is liable for delay caused by events beyond its reasonable control if it promptly mitigates their effects.

17. Complaints and changes to Services or Terms

A Service complaint must be sent to support@itmatch.dev and identify the Company, contact person, issue, date, requested outcome and available evidence. The Operator will respond within 14 days. A particularly complex matter may be extended to 30 days with an explanation.

The Operator may develop, replace or discontinue functions, particularly free functions, provided that it does not deprive the Company of the essential benefit of a paid Service without an appropriate remedy, fee reduction or right to cancel.

The Operator will give at least 15 days' notice of a material amendment to the Terms through the Platform or the registered e-mail address. A shorter period may apply where required by law, an authority or an urgent security threat. A Company that rejects the amendment may terminate before its effective date. Continued use after that date constitutes acceptance.

18. Governing law and final provisions

These Terms and the contract are governed by Polish law. Disputes not resolved amicably will be submitted to the common court having jurisdiction over the Operator's registered office unless mandatory law requires another court.

Legal notices may be delivered through the Platform or to the e-mail address assigned to the Company Account. The Company must keep it current. Failure by the Operator to exercise a right is not a waiver. If a provision is invalid, the remaining provisions remain effective and the parties will replace it with a valid provision closest to its commercial purpose.

The Company may not assign the contract or Account without the Operator's consent, except by universal succession or a reorganisation that does not impair solvency and after written notice. The Operator may assign the contract to a legal successor or an entity acquiring the Platform while preserving the Company's rights.

These Terms are prepared in Polish, English and Russian. If there is any inconsistency, the Polish version prevails. Translations are provided for convenience.

Operator contact: support@itmatch.dev | legal and illegal-content notices: legal@itmatch.dev | postal address: 49 Księcia Witolda Street, unit 15, 50-202 Wrocław, Poland.