

Please note that this version is an automated translation of the German version of these GTC. Please refer to the German version for the interpretation of legal terms.

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General Terms of Use (B2B) for the platform

Stand: 01.11.2025

Preamble

On the worcay 2.0 platform, commercial providers from the travel and hospitality industries can post job listings. worcay 2.0 will then display these listings to its registered users based on the criteria specified in the offer, allowing them to apply for the respective position.

In the event that a registered user ("worcay") applies for a position, worcay 2.0 will facilitate contact between the provider and the worcay. The following terms and conditions govern the general contractual relationship between the providers and worcay 2.0. worcay 2.0 GmbH also maintains a pool of potential candidates free of charge, who, however, are completely independent of worcay and with whom no contractual relationship exists beyond the use of the platform.

1. Definitions

- 1.1. OPERATOR: The worcay 2.0 GmbH, Universitätsstr. 3, 56070 Koblenz Germany, Commercial Register: Local Court Koblenz HRB 31438.
- 1.2. PLATFORM: The platform operated by the OPERATOR under the domain <https://worcay.com>, on which travellers who want to earn money while travelling and companies looking for travellers who want to work can find each other.
- 1.3. PROVIDERS: All commercial providers who would like to receive suggestions for new (seasonal/short-term) labour via the PLATTFORM.
- 1.4. WORCAYS: Travellers who have registered on the PLATFORM to view job offers from PROVIDERS.
- 1.5. PROVIDER CONTENT: All content posted and uploaded to the PLATFORM by the PROVIDER, such as logos, images, texts, etc., are subject to the terms and conditions of the PLATFORM.

2. General information

- 2.1. The business relationship on the PLATFORM between the OPERATORS and the PROVIDERS shall be governed exclusively by the following General Terms and Conditions. These GTC also apply to all associated applications and services of the OPERATOR.
- 2.2. The PROVIDERS must be entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). For the purpose of use by private individuals,

the OPERATOR provides its own user accounts on the PLATFORM, to which its own terms of use apply. When registering, it must be confirmed that the PROVIDER is acting commercially.

- 2.3. Excluded as PROVIDERS are companies which, due to a violation of section 11 of these GTC.
- 2.4. The OPERATOR does not recognise any deviating terms and conditions of the PROVIDER unless the OPERATOR has expressly agreed to them in writing.

3. Object of the PLATFORM

- 3.1. The purpose of the PLATFORM is to broker job offers between WORCAYS and PROVIDERS within the framework of a contact brokerage platform. PROVIDERS receive leads of interested WORCAYS from the OPERATOR. Within the framework of the PLATFORM, the OPERATOR provides an environment in which WORCAYS can register and find the travel offers and PROVIDERS they are interested in using predefined criteria. The object is therefore primarily the OPERATOR's activity with regard to the identification and placement of potentially suitable candidates with regard to the vacancies submitted by the PROVIDER.
- 3.2. PROVIDERS can post their own job offers on the platform. These are processed by the platform and stored in such a way that WORCAYS can see them if the WORCAY's selected criteria largely match the jobs described. The list that is displayed to the WORCAY as a result of the listing of all offers is initially without any indication of the specific (potential) contractual partners. The WORCAY can request a suitable offer from the list. This represents a potential "match". Following the enquiry by the WORCAY, the selected PROVIDER receives the WORCAY's contact details and can enter into contract negotiations with the WORCAY. In this context, the WORCAY may also receive access to individual PROVIDER CONTENT. Further details on contact by the PROVIDER can be found in section 9 regulated.
- 3.3. When displaying matches, the OPERATOR shall be guided by the criteria set by the PROVIDER and other documents and information provided by the PROVIDER. However, WORCAY is free to establish further criteria without consulting the company, provided that these do not conflict with the purpose of the contract.
- 3.4. When a WORCAY confirms the offer of one or more PROVIDERS, the WORCAY undergoes an internal review process at the OPERATOR when it is first confirmed, and the OPERATOR uses various criteria to assess whether the WORCAY is actually suitable (pre-filtering). Pre-filtering is based on standard market criteria and the information provided by the WORCAY. A review of the data provided by the WORCAY is only possible to a limited extent. The OPERATOR therefore does not guarantee that the contact data used for a WORCAY's user account is accurate. Each PROVIDER must satisfy itself of the identity and other details of its contractual partner (i.e. the WORCAY) before concluding the subsequent contract.

- 3.5. Pre-filtering is usually only carried out once per WORCAY. Once the pre-filtering process has been completed, the WORCAY is considered "verified".
- 3.6. If the pre-filtering is successful, the OPERATOR will propose the WORCAY to the PROVIDER. The OPERATOR merely provides the infrastructure for the initiation of contracts between the PROVIDER and the WORCAY. The PROVIDER is responsible for the conclusion of the contract, as well as for the proper processing of the employment contracts initiated via the PLATFORM and for compliance with legal requirements.
- 3.7. Unless otherwise agreed, the registered office of the OPERATOR in 56070 Koblenz shall be the place of fulfilment.

4. Conclusion of contract with the OPERATOR

- 4.1. The contract between the PROVIDER and the OPERATOR is concluded either by individual personal agreement and signing of a corresponding framework agreement or by registration on the platform. General access to the platform is free of charge for the PROVIDER.
- 4.2. When posting offers, the PROVIDER may incur costs, particularly when WORCAYS are proposed or mediated by the OPERATOR (see Section 1 of these terms and conditions). As part of the integrated offer process on the platform, the PROVIDER must enter the necessary data for the respective job and complete the mediation order by clicking the "Confirm Job Offer" button. The PROVIDER can correct input errors using the available buttons. During the order process, the PROVIDER can also correct errors by editing the summary before finalizing the order. The order process can also be canceled by closing the browser window. The mediation order is considered concluded once the process is completed.
- 4.3. The mediation order will remain in effect without cancellation until the date the PROVIDER has entered as the potential start date for the job in the specific order.
- 4.4. The OPERATOR reserves the right to reject certain registrations or job offers and, at its discretion, not to allow PROVIDERS on the PLATFORM or to reverse individual registrations at a later time. Upon registration, the PROVIDER gains access to a profile, which can be completed and personalized later.
- 4.5. The PROVIDER is obligated to immediately notify the OPERATOR of any changes to contract-relevant data, particularly address, bank account details, contact persons, and/or email addresses, or to update the data directly in the system.
- 4.6. The contract is concluded with the OPERATOR, worcay 2.0 GmbH, Universitätsstr. 3, 56070 Koblenz, Germany.
- 4.7. The contractual language is German. Insofar as the OPERATOR provides translations of the German language version of these Terms of Use, the German language version of these Terms of Use shall always be decisive for the legal assessment with regard to the use of the PLATFORM.

5. Contractual relationship and processing between the PROVIDER and the WORCAY

- 5.1. The OPERATOR merely provides the PROVIDERS with the technical and organisational infrastructure to initiate contracts with the WORCAYS and does not offer any direct opportunity for the PROVIDER to conclude contracts with B2C end customers. The processing of all contracts concluded between the PROVIDER and the WORCAY takes place entirely outside the responsibility of the OPERATOR and away from the platform.
- 5.2. PROVIDERS themselves are responsible for contacting the brokered lead. The PROVIDER or the WORCAY are also solely responsible for drafting the contract with the WORCAY and complying with legal requirements, as well as asserting claims arising from the contracts subsequently concluded by them. The OPERATOR expressly points out that the PROVIDER should consider or check the following aspects when concluding the contract:
- Qualifications of the WORCAY;
 - Any necessary residence permits or work permits;
 - Visa regulations;
 - Other legal regulations (e.g. hygiene training, etc.);
- 5.3. In particular, the OPERATOR accepts no liability for
- the accuracy and completeness of the information provided by WORCAYS;
 - the conclusion of a contract by WORCAY;
 - the qualification of the WORCAYS indicated or interested;
- 5.4. The PROVIDERS are obliged to comply with the applicable laws when using the PLATFORM, in particular with regard to the jobs offered. It is the responsibility of the respective PROVIDER to ensure that their offers comply with the legal requirements and do not infringe the rights of third parties.
- 5.5. The OPERATOR is only involved in the technical provision of the contact option for the contracts to be concluded. The OPERATOR is not involved in the contracts to be concluded between the PROVIDERS and WORCAYS and is not permitted to do so. In particular, the OPERATOR will not provide any information on information obligations, acceptance and processing of contracts or other support with regard to the contracts to be concluded.
- 5.6. If a WORCAY contacts the OPERATOR on the basis of a contract concluded between him and the PROVIDER, the OPERATOR will forward the enquiry to the respective PROVIDER or refer the WORCAY to the contact details of the PROVIDER, insofar as this is permissible under data protection law.

6. Storage of the text of the Terms of Use and future amendments to these Terms of Use

- 6.1. This text is saved by the OPERATOR. A copy of these terms of use will be sent to the OPERATOR separately by e-mail on request.

- 6.2. The OPERATOR is entitled to amend these Terms of Use in the future if this is necessary for justified reasons, in particular due to changes in the legal situation or supreme court rulings, technical changes or further developments, changes in the organisational requirements of the operation of PLATTFORM, loopholes in the Terms of Use, changes in market conditions or other comparable reasons and the PROVIDER is not unreasonably disadvantaged as a result.
- 6.3. In the event of future changes, the OPERATOR shall inform the PROVIDER in text form (e.g. by e-mail) or in writing of the forthcoming changes at least six weeks before they come into effect and inform the PROVIDER where it can view the previous and new terms of use.
- 6.4. The amendments shall be deemed approved and shall become effective if the PROVIDER does not object to them within one month of receipt of the notification of amendment, provided that the OPERATOR has expressly drawn the PROVIDER's attention to this consequence in the notification of amendment.
- 6.5. Insofar as the amendment changes an essential part of the contract, compliance with which is of particular importance for the fulfilment of the purpose of the contract (essential contractual obligation or cardinal obligation), the amendment shall only be made with the express consent of the PROVIDER. An essential contractual or cardinal obligation in the aforementioned sense is one whose fulfilment is essential for the proper execution of this contract and on whose compliance the PROVIDER regularly relies and may rely; this includes in particular agreements on the remuneration to be paid to the OPERATOR.

7. Technical aspects, availability and maintenance work

- 7.1. The OPERATOR may make the use of the PLATTFORM or individual functions of the PLATTFORM or the extent to which individual functions can be used subject to certain conditions, such as verification of registration data, duration of use, account type, status of the PROVIDER's evaluation profile, or to the submission of certain evidence (e.g. proof of identity).
- 7.2. The OPERATOR reserves the right to temporarily restrict its services in relation to the PLATTFORM if this is necessary with regard to capacity limits, the security or integrity of the OPERATOR's servers or to implement technical measures in relation to the PLATTFORM, or if this serves the proper or improved provision of the services. In these cases, the OPERATOR shall take into account the legitimate interests of the PROVIDER, e.g. by providing advance information.
- 7.3. If an unforeseen system failure impairs the use of the PLATTFORM, the OPERATOR shall inform the PROVIDERS immediately in an appropriate manner. 13 of these Terms of Use shall remain unaffected by the above provisions of Section 7 shall remain unaffected.

8. Terms of payment

- 8.1. If direct debit payment has been agreed, the PROVIDER shall issue the OPERATOR with a corresponding SEPA basic mandate upon first request. The PROVIDER shall collect the fees due for the previous month on the 15th of the following month (example: amounts from January are collected on 15 February).
- 8.2. The OPERATOR is entitled to charge interest from the due date in the amount of the statutory regulations for entrepreneurs within the meaning of Section 288 (2) BGB in the respective applicable version. In addition, there is a claim to payment of a lump sum of 40 euros, whereby this is to be offset against any damages owed, insofar as the damage is based on the costs of legal action.
- 8.3. After default of payment has occurred, the OPERATOR is entitled to declare all outstanding claims against the PROVIDER due and payable and to perform outstanding services owed only against advance payment or equivalent securities. The same applies in the event of a deterioration in the PROVIDER's creditworthiness that occurs after conclusion of the contract or that becomes known to the OPERATOR after conclusion of the contract and that jeopardises the fulfilment of existing payment obligations to the OPERATOR.
- 8.4. If the payments made by the PROVIDER are not sufficient to repay all debts, the oldest debt shall be repaid - even if the PROVIDER stipulates otherwise. If interest and/or costs have been incurred, any payment not sufficient to repay the entire debt shall, in deviation from sentence 1, first be credited to the oldest costs, then to the oldest interest and finally to the principal payment in accordance with sentence 1.
- 8.5. The OPERATOR shall invoice the PROVIDER for all costs caused by late payment, such as reminder fees, collection fees and the like.
- 8.6. The retention of payments due to counterclaims disputed by the OPERATOR and not legally established or offsetting against counterclaims disputed by the OPERATOR or not legally established is not permitted.
- 8.7. If a service commissioned by the PROVIDER and prepared by the CONTRACTOR is not carried out or used for reasons for which neither the CONTRACTOR nor the CONTRACTOR's vicarious agents are responsible, the CONTRACTOR's fee claim shall remain unaffected.

9. Regulation on the establishment of contact , obligations of the PROVIDER to co-operate

- 9.1. The PROVIDER may contact the WORCAY following a WORCAY's placement request. For this purpose, the PROVIDER receives access to the contact details provided by the WORCAY on the PLATFORM and the data provided as part of the confirmation. This includes, in particular, the master data (name, address), date of birth, status and contact information (e.g. e-mail or telephone).

- 9.2. The PROVIDER receives an e-mail from the PLATFORM, which is sent to the e-mail address provided and in which the WORCAY is set to CC, unless the information about the MATCH is sent via the PLATFORM. The PROVIDER then has 14 days to contact the WORCAY. If a contract is concluded between the WORCAY and the PROVIDER, the PROVIDER must confirm the conclusion of the contract in the system by ticking the box "signed".
- 9.3. The PROVIDER is prohibited from concluding contracts with WORCAYS by circumventing the brokerage commission.
- 9.4. The PROVIDER must truthfully provide all information necessary to calculate the remuneration due. In particular, the gross monthly salary of the procured WORCAY, including any bonus benefits, must be correctly stated.
- 9.5. The OPERATOR is entitled to request proof of the accuracy of the information, in particular redacted copies of payslips. The name of the WORKER and the gross salary are essential. If the PROVIDER refuses to submit any evidence, WORCAY may invoice on the basis of the standard market price. The PROVIDER is obliged to refer to the potentially redacted disclosure of the gross monthly wage in the employment contract.

10. Obligations of the PROVIDER, prohibited offers and other content

- 10.1. It is the responsibility of the PROVIDER to ensure that the PROVIDER CONTENT it places online, including the images used and its other content, fulfils all legal requirements and does not infringe any third-party rights. The term "PROVIDER CONTENT" generally includes all information, files, images and other uploads that the PROVIDER transmits to PLATTFORM.
- 10.2. The PROVIDER shall refrain from offering or advertising PROVIDER CONTENT or offers on the PLATFORM that violate statutory provisions, these Terms of Use, the rights of third parties or morality. The OPERATOR reserves the right to make the posting of certain PROVIDER CONTENT subject to conditions that go beyond the statutory provisions. Additional requirements will be communicated to the PROVIDER accordingly.
- 10.3. The PROVIDER is obliged to enter the information requested during registration truthfully and to notify the OPERATOR of any changes to this information without delay. This applies in particular to changes to the company form, address and other contact details.
- 10.4. The PROVIDER shall keep secret the magic link (passwordless login), the e-mail address and all data enabling access to the PLATFORM and shall change these immediately or have them changed by the OPERATOR if there is reason to suspect that unauthorised third parties have gained knowledge of the access data.
- 10.5. The PROVIDER is obliged to inform the OPERATOR immediately by e-mail of any suspected misuse of the access data to the PLATFORM in order to arrange for access to the PLATFORM to be blocked. The PROVIDER shall also be liable for third parties who use or have used authorised or unauthorised

services via its user account. This does not apply if the PROVIDER is not responsible for unauthorised use. The PROVIDER is responsible for proving that it is not responsible for such use by third parties.

- 10.6. The PROVIDER undertakes not to misuse the PLATFORM, in particular
- not to interfere with telecommunications networks,
 - not to infringe any national or international property rights (e.g. copyrights, trade mark rights),
 - not to violate criminal law provisions, in particular §§ 184 ff. StGB (distribution of pornographic material), §§ 86 f. StGB (dissemination of propaganda material of unconstitutional organisations), § 111 StGB (public incitement to commit criminal offences), § 126 StGB (threat of criminal offences), § 129a para. 3 StGB (advertising for a terrorist organisation), § 130 StGB (incitement to hatred), § 130a StGB (incitement to commit criminal offences), § 131 StGB (depiction of violence), § 201a StGB (violation of the most personal sphere of life through image recordings) as well as not violating regulations for the protection of minors.
 - not to publish any content that is harmful to minors, in particular content that constitutes unauthorised content within the meaning of § 4 JmStV or content that is likely to impair the development of children or young people into a responsible and socially competent personality (development-impairing content within the meaning of § 5 JmStV)
- 10.7. The PROVIDER undertakes to refrain from publishing falsehoods or misrepresentations on the PLATFORM and/or posting content that is unlawful, obscene, defamatory, libellous, threatening, pornographic, paedophilic, revisionist (denying the existence of the Holocaust), harassing, hateful, racist, xenophobic, glorifying violence and/or ethnically offensive and/or contain other illegal or immoral content and/or which disparage or infringe a trade mark and/or other property right of a third party. infringe a third party's trade mark.
- 10.8. The PROVIDER shall refrain from activities that go beyond the access options provided for within the scope of normal use of the PLATFORM portal, in particular activities that are aimed at making the use of PLATFORM more difficult for other PROVIDERS or WORCAYS or rendering PLATFORM inoperable. This includes, in particular, activities that may impair the physical or logical structure of the PLATFORM beyond the extent of the intended use and/or may lead to an unusually high utilisation of the PLATFORM. If such user activities of a PROVIDER are aimed at rendering the PLATFORM inoperable or making its use more difficult, the OPERATOR reserves the right to prosecute under civil and criminal law.
- 10.9. The dissemination of the OPERATOR's content to third parties (including extracts) is not permitted without the consent of the OPERATOR. It is prohibited

to integrate and/or display the PLATFORM or individual pages of the PLATFORM by means of a hyperlink in a partial window (frame or iFrame). Furthermore, it is prohibited to copy and process data from the PLATFORM using technical aids (e.g. crawlers, spiders, etc.) (so-called screen scraping).

- 10.10. The PROVIDER is prohibited from changing and/or removing copyright notices and/or trade mark designations and/or other information in the contents of the PLATFORM.
- 10.11. The PROVIDER must refrain from improperly influencing the search functions on the OPERATOR's online marketplace, e.g. by improperly inserting brand names, company logos or other search terms into the job description. The description of the PROVIDER CONTENT and the images used must relate exclusively to the specific job offer.
- 10.12. Insofar as legal requirements exist in relation to certain job offers (e.g. special training, safety regulations, etc.), only the PROVIDER is obliged to refer to the legal requirements within the offer.
- 10.13. For technical reasons, it is possible that individual PROVIDER CONTENT may not be found immediately after being placed on the platform.
- 10.14. When using the PLATFORM, PROVIDERS may not use any quality seals, guarantee marks or other symbols of third parties which they are not authorised to use. The OPERATOR reserves the right to prohibit the use of individual quality seals, guarantee marks or other symbols of third parties on the PLATFORM.
- 10.15. The PROVIDERS are responsible for archiving information that can be viewed on the PLATFORM and that they require for the purposes of preserving evidence, accounting or other purposes on a storage medium that is independent of the PLATFORM. The OPERATOR itself shall not take any measures to store the relevant information. In particular, the exchange between the PROVIDER and the USER that takes place outside of the platform will not be stored.

11. Other obligations and liability of the PROVIDER, transfer of rights to PROVIDER CONTENT

- 11.1. The PROVIDER is solely responsible for the PROVIDER CONTENT posted by him on the PLATFORM.
- 11.2. The PROVIDER retains its rights as author and all existing industrial property rights to the PROVIDER CONTENT that it places on the PLATFORM.
- 11.3. If a PROVIDER posts copyrighted or otherwise legally protected PROVIDER CONTENT on the PLATFORM, the PROVIDER grants the OPERATOR the necessary, non-exclusive, worldwide and perpetual rights to use this PROVIDER CONTENT exclusively for the purpose of providing and operating the PLATFORM and only to the extent necessary for this purpose. The PROVIDER also authorises the OPERATOR to technically process the PROVIDER CONTENT in such a way that it can be used on the PLATFORM and in emails that the OPERATOR can send to the WORCAYS. For the purpose of publication, the PROVIDER shall also grant the OPERATOR the necessary rights free of charge.

- 11.4. In order for the OPERATOR to be able to offer the PLATFORM, the PROVIDER CONTENT must be stored by the OPERATOR and hosted on servers. The OPERATOR's right of use therefore includes in particular the right to technically reproduce the PROVIDER CONTENT. Furthermore, the PROVIDER grants the OPERATOR the right to make its PROVIDER CONTENT publicly accessible exclusively to the extent that public accessibility is intended and required within the PLATFORM due to the nature of the respective service. The right of public access ends when the PROVIDER removes the PROVIDER CONTENT from the PLATFORM or cancels the provision of public access.
- 11.5. By transferring PROVIDER CONTENT to the PLATFORM, the PROVIDER confirms that it holds sufficient rights in respect of all transferred PROVIDER CONTENT to transfer to the OPERATOR. The PROVIDER confirms with the transfer of PROVIDER CONTENT to the PLATFORM that it has sufficient rights to transfer to the OPERATOR the rights specified in the preceding provisions and that it is not aware of any conflicting rights of third parties, in particular that it is in possession of the necessary licences, rights, approvals and authorisations to use and to authorise the OPERATOR to use all patents, trademarks, trade secrets, copyrights and other property rights to all submitted PROVIDER CONTENT and that it has the written approval, release or authorisation from each identifiable person to accept and use these submissions. authorisation from each and every identifiable person to ensure the acceptance and use of these submissions by the OPERATOR in the aforementioned manner.
- 11.6. The OPERATOR reserves the right to sort out, not to publish and to delete from the PLATFORM and all connected IT systems any PROVIDER CONTENT that violates the above provisions without prior notice and at its reasonable discretion.
- 11.7. By uploading PROVIDER CONTENT, the PROVIDER confirms that it is not transmitting any content that is protected by copyrights, trade secrets or property rights or industrial property rights of third parties and that it is not transmitting any undesirable or prohibited content in accordance with the above provisions in section 11 above.
- 11.8. The PROVIDER shall be liable to the OPERATOR for damages incurred by the OPERATOR as a result of breaches of its obligations arising from the above provisions (Section 10 and/or clause 11) and shall indemnify the OPERATOR against any claims by third parties in this respect.

12. Contract term, cancellation, sanctions and blocking

- 12.1. The contract term begins with the publication of the PROVIDER's respective offer on the platform and ends with the cancellation of the listing by the PROVIDER or its expiration without a match. If an employment contract is concluded between WORCAY and the PROVIDER, the contract regarding the placement ends after the termination of the employment relationship and full payment by the PROVIDER.

- 12.2. The right to temporarily block a PROVIDER or to terminate the contract without notice in accordance with the following provisions remains unaffected by this.
- 12.3. If the data is blocked or restricted, the OPERATOR shall provide the PROVIDER with the reasons for this on a durable medium. The PROVIDER may contact the OPERATOR to discuss the reasons for the blocking or restriction. The OPERATOR shall respond to the comments of the PROVIDER within 7 working days at the request of the PROVIDER.
- 12.4. If there are concrete indications that a PROVIDER has violated legal regulations and/or the rights of third parties and/or these Terms of Use, the OPERATOR reserves the right to take the following measures, e.g. to protect users, other PROVIDERS or third parties from fraudulent activities and/or damage to health:
- Deletion of offers or other OFFERER CONTENT;
 - Warning to the PROVIDER;
 - Delaying the publication of PROVIDER CONTENT and other content;
 - Restriction of the use of PLATTFORM;
 - Temporary blocking of a PROVIDER's user account for up to three calendar months;
 - Termination without notice for good cause pursuant to clause 12.6;
- 12.5. When choosing a measure, the OPERATOR shall take into account the legitimate interests of the PROVIDER concerned, in particular whether there are indications that the PROVIDER is not responsible for the offence.
- 12.6. The OPERATOR may permanently exclude a PROVIDER from using the PLATTFORM (termination without notice) if
- the blocking is necessary to protect the interests of the other PROVIDERS or third parties;
 - he wants to offer illegal or deliberately unlawful job offers via PLATTFORM;
 - he has entered incorrect contact details and does not correct them or corrects them incorrectly after being requested to do so;
 - he has transferred his provider account to a third party or granted third parties access to it;
 - he significantly harms other PROVIDERS or the OPERATOR;
 - he repeatedly violates these Terms of Use or other agreements with the OPERATOR;
 - there is another important reason.
- 12.7. After a PROVIDER has been definitively blocked by cancellation without notice, there is no entitlement to restoration of the blocked user account unless

the reasons that led to the blocking subsequently cease to apply or prove to be false.

- 12.8. As soon as a PROVIDER has been blocked or the PROVIDER's user contract has been terminated in accordance with this paragraph, this PROVIDER may no longer use PLATFORM, even with other user accounts, and may not register again. A blocking or cancellation has no effect on the OPERATOR's existing fee claims against the PROVIDER at the time of cancellation, insofar as these arise from the period of blocking. The user fees shall be cancelled for the period of temporary blocking.

13. Liability of the parties

- 13.1. The claims of the PROVIDER and the OPERATOR for damages or reimbursement of futile expenses against the other party shall be governed by these provisions outside the warranty law regardless of the legal nature of the claim.
- 13.2. The liability of the parties is excluded - irrespective of the legal grounds - unless the cause of the damage is based on intent and/or gross negligence on the part of the other party, its employees, representatives or vicarious agents of the other party. Insofar as the liability of the other party is excluded or limited, this shall also apply to the personal liability of employees, representatives or vicarious agents. The liability of the parties under the Product Liability Act remains unaffected (§ 14 ProdHG).
- 13.3. The respective party shall be liable in accordance with the statutory provisions for damages resulting from injury to life, limb or health that are based on an intentional, grossly negligent or negligent breach of duty by a party or a legal representative or vicarious agent of a party.
- 13.4. If a party at least negligently breaches an essential contractual obligation, i.e. an obligation whose fulfilment is of particular importance for achieving the purpose of the contract (essential contractual obligation or cardinal obligation), liability shall be limited to the damage typically incurred, i.e. to such damage that must typically be expected to occur within the scope of the contract. An essential contractual or cardinal obligation in the aforementioned sense is one whose fulfilment is essential for the proper execution of this contract and on whose compliance the other party regularly relies and may rely.
- 13.5. The scope of application of § 70 TKG remains unaffected by this section.
- 13.6. Job offers published on the PLATFORM by PROVIDERS do not represent the opinion of the OPERATOR and are generally not checked by the OPERATOR for their legality, accuracy and completeness.

14. Data storage and data protection

- 14.1. PROVIDERS may not use addresses, contact details and e-mail addresses obtained through the use of the PLATFORM for any purpose other than for contractual and pre-contractual communication. In particular, it is prohibited

to resell this data or to use it for sending advertising unless the WORCAY concerned has expressly agreed to this in advance.

- 14.2. In addition, the data protection provisions of the privacy policy on the website apply.

15. Contractual penalty

- 15.1. The PROVIDER undertakes to pay an appropriate contractual penalty to be determined by the OPERATOR at its reasonable discretion for each case of culpable infringement of one of the above agreements, to be reviewed for appropriateness by the competent court at the request of the PROVIDER in the event of a dispute. This applies in particular to the cases of clause 9.3.

16. Final provisions

- 16.1. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 16.2. If the PROVIDER is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of the OPERATOR in 56070 Koblenz, Germany.
- 16.3. The same applies if the PROVIDER is an entrepreneur and has no general place of jurisdiction in Germany or if the place of residence or habitual abode is unknown at the time the action is filed. This shall not affect the OPERATOR's right to bring an action before a court at another statutory place of jurisdiction.