

General Terms and Conditions

T&Cs for Employers in Germany
(Version 1.0.0, as of May 3, 2017)

Notice in the sense of the Equal Treatment Act:

For reasons of easier readability, no gender-specific differentiation, e.g. applicant, is used here. Corresponding terms apply to all genders for the purpose of equal treatment.

HeyJobs GmbH (hereinafter also referred to as 'HeyJobs', 'we' and 'service provider') offers its customers (hereinafter also referred to as 'service recipients') digital solutions for successful recruiting.

§1 Preamble

These General Terms and Conditions regulate the basic contractual conditions for cooperation agreements between HeyJobs GmbH, Paul-Lincke-Ufer 39/40, 10999 Berlin (Register Court: Berlin-Charlottenburg Local Court, register number HRB 175212B, tax number 37/345/50019, represented by the managing directors Marius Luther and Marius Jeuck) and the customer (service recipient).

§2 Contract type

2.1 The cooperation contract concluded between HeyJobs and the service recipient is a service contract according to §611 BGB.

2.2 A cooperation agreement can be concluded either in the form of subscriptions (with a limited or unlimited service period) or contingent contracts.

2.3 In areas in which the various cooperation agreements differ, such as the start and duration of services, it is clearly indicated in these General Terms and

Conditions if a certain provision only applies to a certain type of cooperation agreement.

2.4 All other provisions of these General Terms and Conditions apply without exception to all cooperation contracts concluded between HeyJobs and the customer.

§3 Scope of application

3.1 These General Terms and Conditions (hereinafter also referred to as “GTC”) apply as the basis of all concluded cooperation contracts between HeyJobs as the provider of the services set out in the cooperation contract and the service recipient involved.

3.2 The General Terms and Conditions that are openly available on the HeyJobs website at the time of signing the cooperation contract and can be made available by HeyJobs to any service recipient at any time as a copy in pdf form are valid.

3.3 By signing the cooperation agreement, the service recipient declares its full agreement to these General Terms and Conditions.

3.4 These General Terms and Conditions apply exclusively. We do not recognize any terms and conditions of the customer that conflict with or deviate from our terms and conditions unless their validity has been expressly stipulated in writing in the cooperation agreement.

3.5 These Terms and Conditions shall also apply to all future transactions with the customer in the version valid at the time of the last conclusion of the contract. However, they only apply to entrepreneurs within the meaning of § 14 BGB.

§4 Conclusion of Contract

4.1 The cooperation contract is concluded when HeyJobs receives the dated and signed acceptance of the cooperation contract offer in the original, as a fax or copy, as a scanned PDF or photo or in any other electronic form from the customer. Explicit consent by e-mail to an offer made is also deemed to be acceptance of the contract.

4.2 312i para. 1 No.1, 2 and 3 and § 312i para. 1 sentence 2 BGB, which provide for certain obligations of the entrepreneur in contracts in electronic business transactions, are hereby waived.

4.3 Changes to the content of the cooperation contract offered by HeyJobs are considered a new offer from the customer. The contract is then only concluded by explicit acceptance by HeyJobs. The provision of a service shall not be deemed to be an implied acceptance.

§5 Service description and scope

5.1 HeyJobs as a recruitment platform offers its service recipients modern recruitment solutions. By using digital technologies and incorporating modern marketing methods, HeyJobs supports its service recipients in optimizing their own recruitment process and addressing suitable, qualified applicants directly and efficiently.

5.2 The services provided by HeyJobs for the purpose of supporting the recruitment process mentioned in 5.1 include, but are not limited to, the optimization of job advertisements, the distribution of these job advertisements on a variety of channels, the improvement of the application process through targeted targeting and re-targeting of potential active and passive applicants, as well as the provision of an optimized application solution for computers, smartphones and tablets.

5.3 The services provided by HeyJobs are selected and adapted according to the individual needs of the service recipient and the position to be filled. HeyJobs reserves the right to check individually for each service recipient which combination of marketing activities and channels is the most suitable solution and reserves the right to adapt individual services without prior consultation with the service recipient or to replace them with equivalent services, unless this service is expressly stated in writing in the cooperation contract.

5.4 HeyJobs provides its service recipients with further explanations on terms and methods in the context of service provision at any time, usually verbally, but also in writing if desired.

5.5 The HeyJobs Employer Service Team provides ongoing support to the benefit recipients during the benefit period with regard to any questions about the cooperation agreements concluded and the services provided.

5.6 HeyJobs reserves the right to use sub-cooperation partners at its own discretion.

§6 Start and duration of benefits

6.1 The commencement of services depends on the type of cooperation agreement concluded:

In the case of cooperation agreements with an agreed term (subscription), both limited (without automatic renewal) and unlimited (with automatic renewal), the start of performance corresponds to the subscription date of the cooperation agreement.

In the case of cooperation agreements with an agreed number of advertisements (contingent) (with active use of 30 days in each case), the respective service commences after the service recipient has called up the advertisement. The process of optimizing the job advertisement and marketing on the selected channels only begins when an advertisement is called up. Quotas can be called up informally, but must be made in writing, for example by email. Advertisements that have not been called up expire without effect after the agreed service period has expired.

6.2 The duration of the service is regulated by the service period as part of the cooperation agreement.

§7 Principles of cooperation

7.1 HeyJobs undertakes to support the beneficiary to the best of its knowledge and belief in its recruitment activities.

7.2 The service recipient undertakes to provide HeyJobs with all information and documents in a timely manner that are necessary for HeyJobs to optimally support the recruitment process (obligation to cooperate). This includes in particular the provision of detailed descriptions of the position to be advertised, additional company information and the company logo in digital form.

7.3 HeyJobs reserves the right not to execute orders placed by the customer, or to remove service elements already published on the Internet, insofar as the content to be published violates legal requirements, official prohibitions, rights of third parties or morality ("Illegal Content").

7.4 All communication between the applicants and HeyJobs GmbH takes place exclusively on behalf of the customer. Decisions on the selection of candidates, invitations to interviews of any kind, as well as acceptances and rejections of job applicants for an advertised position are the sole responsibility of the client.

HeyJobs GmbH does not make any decisions concerning the applicant and acts exclusively in accordance with instructions.

§8 Invoicing

8.1 Invoices from HeyJobs GmbH are provided in electronic form as a file attachment to an e-mail in pdf format.

8.2 HeyJobs GmbH reserves the right to adapt electronic invoicing to its own requirements in the future at its own discretion, for example to make the invoices available as downloads on the website within a protected employer area.

8.3 Invoices shall only be issued by post if both contracting parties have agreed on this form of invoicing in writing as part of the cooperation agreement.

§9 Termination of the cooperation agreement

9.1 Cooperation contracts with an unlimited term (automatically renewing subscription) are automatically extended at the end of the service period by the initial basic term unless the cooperation contract is terminated by HeyJobs or the service recipient with a notice period of 14 days to the end of the basic or an extension term.

9.2 Cooperation agreements with a limited term (non-automatically renewing subscription) end automatically and without the need for termination on the last day of the term as set out in the cooperation agreement. Ordinary termination is excluded for contracts with a limited term.

9.3 Cooperation agreements that cover a fixed number of advertisements that can be called up flexibly by the service recipient (contingent) shall end automatically at the end of the service period specified in the cooperation agreement. Quotas not used by the beneficiary expire at the end of the benefit period. Ordinary termination during the performance period is excluded.

9.4 The right to extraordinary termination remains unaffected.

9.5 All notices of termination must be in writing. Notice of termination by the service recipient must be sent by e-mail to: arbeitgeberservice@heyjobs.de at least 14 days before the end of the current service period.

§10 Remuneration of services

10.1 The remuneration of the services to be provided by HeyJobs is specified in writing in the cooperation agreement concluded between HeyJobs and the customer.

10.2 All prices are subject to the applicable statutory value added tax (net prices).

10.3 All payments are due without deduction on the 14th day after the invoice date at the latest.

10.4 Unless otherwise agreed, payment of the invoice amounts shall be made by bank transfer by the service recipient to the bank account specified by HeyJobs on the invoices.

10.5 If the service recipient fails to settle outstanding payments within the set period of 14 days, it shall automatically be in default of payment without the need to issue a separate payment reminder or warning.

HeyJobs reserves the right, in the event of late payment, to suspend the existing services until the outstanding claim has been settled. HeyJobs also reserves the right to claim interest on arrears and other damages caused by default in accordance with §288 BGB against the service recipient and, at its own discretion, to make use of the right to extraordinary termination.

§11 Data protection

11.1 By accepting the offer, both parties agree to comply with all applicable data protection laws.

11.2 The customer is hereby notified in accordance with the German Data Protection Act that HeyJobs stores his data in machine-readable form and processes it automatically for contractual purposes.

11.3 The Customer is responsible for exercising the greatest possible care when using IDs, passwords, user names or other security devices provided in connection with the Services and for taking every measure to ensure the confidential, secure handling of the data and to prevent its disclosure to third parties. The customer shall be held responsible for the use of his passwords or user names by third parties unless he can prove that access to such data was not caused by himself and that the reasons for this could not have been influenced by him. The customer is obliged to inform HeyJobs immediately about a possible or already known, unauthorized

use of his access data. In the event of a breach of one or more of the obligations specified in these GTC on the part of the customer, in particular but not exclusively those listed under this point, HeyJobs is entitled to terminate the services without further notice and remove them from the website without waiving any payment obligations of the customer.

§12 Copyrights

12.1 The concluded cooperation agreement does not transfer ownership or rights of use, licenses or other rights to any HeyJobs proprietary software to the customer. All rights to the software used, to trademarks, titles, brands and copyrights and other commercial rights of HeyJobs remain unrestrictedly with HeyJobs.

12.2 All work results and information produced and provided by HeyJobs for the service recipient are subject to the copyright of HeyJobs.

12.3 By placing an order for the publication of job advertisements, HeyJobs receives the sole database rights to the customer's job advertisements optimized and published by HeyJobs.

12.4 The customer shall bear sole responsibility under press, competition and other laws for the content it supplies for publication.

12.5 By placing the order, the customer confirms that the owner of the copyrights, ancillary copyrights and other rights to the documents and data provided by him has acquired all rights of use required for posting on the Internet or can freely dispose of them.

§13 Final provisions

13.1 Transfer of contract. HeyJobs is entitled to transfer the contractual relationship with the service recipient to a company affiliated with HeyJobs in accordance with § 15ff of the Stock Corporation Act. HeyJobs will notify the service recipient of the transfer in good time, at least four weeks in advance, and give the service recipient the opportunity to terminate the contract before the transfer takes effect by expressly granting a special right of termination. HeyJobs will reimburse the beneficiary proportionately for remuneration paid in advance in the event of a special termination.

13.2 Explanations. Unless otherwise provided for, notifications and declarations under this contract may be made in text form in accordance with Section 126b BGB (e.g. by e-mail). HeyJobs can use the e-mail address specified by the service

recipient in the order form for this purpose. The service recipient shall inform HeyJobs immediately of any changes.

13.3 Text form. Amendments to the cooperation agreement must be made in text form in accordance with Section 126b (e.g. e-mail, letter or fax). This also applies to the waiver of this formal requirement.

13.4 Offsetting. The service recipient can only offset claims other than his contractual counterclaims from the respective legal transaction or assert a right of retention if this claim has been legally established or is undisputed by HeyJobs.

13.5 Applicable law. This contract shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

13.6 Place of jurisdiction. The place of jurisdiction is the Berlin-Charlottenburg Local Court. HeyJobs reserves the right to sue at the place of jurisdiction of the service recipient.

13.7 Partial ineffectiveness. Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the provision which the parties would have agreed in good faith in accordance with the originally intended purpose from an economic point of view. The same applies in the event of a contractual loophole.

HeyJobs GmbH, Berlin, Germany

Prevailing language:

In the event of any conflict or difference in interpretation between the different language versions of these Terms and Conditions, the German version shall prevail.