

General Terms and Conditions

T&Cs for Employers in Austria
(Version 3.0.0)

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.

The following General Terms and Conditions for Employers in Austria (T&Cs) Version 3.0.0 apply to the use of the HeyJobs platform and related services. They apply to all existing contracts effective August 1, 2026, provided the recipient of services has not objected to the changes in accordance with §3.3 of these T&Cs, as well as to all new contracts concluded from May 29, 2026.

HeyJobs reserves the right to update these T&Cs at any time, for example due to legal changes, regulatory requirements, or adjustments to our services. The currently valid version is always available at the following link:
<https://www.heyjobs.co/recruiting/agbs/>

In the event of material changes, affected users and customers will be informed separately where possible. Continued use of our services after an update constitutes acknowledgement of the current version.

HeyJobs GmbH (hereinafter also referred to as “HeyJobs”, “we” and “Service Provider”) offers its customers (hereinafter also referred to as “Recipient of Services”) digital solutions for successful recruiting.

§1 Preamble

These General Terms and Conditions regulate the basic contractual conditions for cooperation agreements between HeyJobs GmbH, a limited liability company under Austrian law, registered in the Commercial Register of the Commercial Court of

Vienna under company register number FN 579225 b, represented by the managing directors Marius Luther and Marius Jeuck, and the customer (service recipient). Recipients of services are exclusively entrepreneurs and not consumers.

§2 Subject Matter of the Contract

- (1) The cooperation agreement concluded between HeyJobs and the Recipient of Services is a contract for the provision of services in the context of recruiting in the territory of the Republic of Austria (hereinafter “Contract Territory”). HeyJobs is obligated to provide the promised services during the performance period. In return, the Recipient of Services is obligated to pay the agreed remuneration or an amount equal to the purchased budget.
- (2) A cooperation agreement can be concluded either in the form of subscriptions (with a limited or unlimited performance period) or in the form of contingency contracts. The specific performance design (especially packages and prices) results from the individual cooperation agreement.

§3 Scope and Changes to these T&Cs

- (1) These General Terms and Conditions apply as the basis for all concluded cooperation agreements between HeyJobs as the provider of the services recorded in the cooperation agreement and the involved Recipient of Services.
- (2) These General Terms and Conditions apply exclusively. We do not recognize conflicting terms or terms of the customer that deviate from our terms and conditions, unless their validity has been expressly recorded in the cooperation agreement.
- (3) HeyJobs is entitled to change the General Terms and Conditions with effect for the future entire business relationship with the Recipient of Services after appropriate notification. HeyJobs will inform the Recipient of Services of the changes in text form at least six weeks before the changed General Terms and Conditions take effect. The Recipient of Services has the possibility to object to the changes. In the event of an objection to the changes, both contracting parties have an extraordinary right of termination, whereby the termination is effective and the contractual relationship is terminated at the end of the validity period of the budget last acquired by the Recipient of Services. The change to the General Terms and Conditions is considered approved by the Recipient of Services if the objection of the Recipient of

Services has not been received by HeyJobs by post, fax, or e-mail within six weeks after receipt of the notification of the change.

§4 Conclusion of Contract

(1) The advertising of HeyJobs' services on the HeyJobs website does not constitute a binding offer to conclude a contract; rather, it is to be understood merely as an "invitatio ad offerendum", i.e., an invitation to submit an offer. A cooperation agreement can be concluded in one of the ways described below:

(a) An offer is transmitted by HeyJobs to an interested customer after correspondence between HeyJobs and the interested customer, which is accepted by the latter by means of an electronic signature or in writing, or

(b) By clicking a button at the end of an input mask on the HeyJobs website, which unambiguously and clearly targets the placement of an order, the interested customer submits a binding offer to conclude a cooperation agreement for the services listed on the order page. HeyJobs can accept this offer within two weeks of receipt. The cooperation agreement is concluded when HeyJobs accepts this order through an order confirmation via e-mail after receipt of the order or the acquired budget is displayed to the customer in the Recruiter Portal after completion of the order.

(2) § 10 of the Austrian E-Commerce Act is hereby waived.

§5 Service Description and Scope

(1) As a recruitment platform, HeyJobs offers its Recipients of Services modern recruitment solutions using modern technology, whereby HeyJobs also provides parts of the services through companies affiliated with HeyJobs. By using digital technologies and incorporating modern marketing methods, HeyJobs supports its Recipients of Services in optimizing their own recruitment process and addressing suitable, qualified candidates directly and efficiently.

(2) Within the framework of the cooperation agreement, HeyJobs provides the following services:

- (a) Posting of job advertisements on various channels (minimum interval of 30 days for a job advertisement),
 - (b) Targeted targeting and re-targeting of potential active and passive candidates,
 - (c) Provision of an application solution for computers, smartphones, and tablets for candidates,
 - (d) Support in optimizing job advertisements at the request of the Recipient of Services,
 - (e) Provision of personalized access to the internet platform “Recruiter Portal”, through which job advertisements can be created and managed and incoming applications can be managed,
 - (f) Provision of an automated aptitude indicator in the candidate submission channels, which enables a structured comparison of submitted application documents, answers to screening questions, and HeyAssessment results with the defined job requirements, including an AI-supported summary of this comparison. The indicator serves exclusively as an information basis for the customer. All decisions regarding the further course of the recruitment process lie with the customer at all times, and
 - (g) Automated submission of applications (HeySubmit): If this function is activated, HeyJobs automatically fills out application forms and submits them on behalf of candidates who have agreed to this service on the career page or in the customer’s applicant management system. HeyJobs (and its commissioned sub-processors) is hereby authorized by the customer to programmatically access and fill out application forms on the career page(s) and in the customer’s ATS for this purpose.
- (3) The services provided by HeyJobs are selected and adapted according to the individual needs of the Recipients of Services and the position to be filled. HeyJobs reserves the right to check individually for each Recipient of Services which combination of marketing activities and channels is the most suitable solution and reserves the right to adapt or replace individual services without prior consultation with the Recipient of Services with equivalent services.

- (4) Further explanations of terminology and methods within the scope of service provision are provided by HeyJobs to its Recipients of Services on demand at any time, usually by telephone, and on request also in text form.
- (5) HeyJobs provides the Recruiter Portal and the associated services “as is” or “as presented”. Technical availability is based on comparable web services, whereby no availability of access to the Recruiter Portal exceeding 99% on weekdays Monday to Friday (relevant time zone CET) is owed. Excluded from this technical availability are:
 - (a) Such public holidays that apply in the Contract Territory, or
 - (b) Regular maintenance times announced with reasonable notice.

§6 Commencement and Duration of Service

- (1) The commencement of service by HeyJobs occurs after the conclusion of the contract and the first utilization of the budget acquired by the Recipient of Services via the Recruiter Portal.
- (2) The duration of service is governed by the performance period as a component of the cooperation agreement.
- (3) For cooperation agreements with an agreed number of advertisements (contingent), which must each be used with an active minimum duration of 30 days, the respective commencement of service occurs after retrieval by the Recipient of Services. A transfer of the service for an advertisement (minimum duration 30 days) does not occur. The process of optimizing the job advertisement via marketing on the channels selected by HeyJobs only begins with the retrieval of an advertisement. The retrieval of contingents must occur in text form (e.g., via e-mail). Unretrieved advertisements expire without replacement after the expiration of the agreed performance period.

§7 Principles of Cooperation

- (1) HeyJobs commits to supporting the Recipient of Services to the best of its knowledge and belief in its recruitment activities.
- (2) The Recipient of Services commits to providing HeyJobs with all information and documents in a timely manner that are necessary for HeyJobs to optimally support the recruitment process (duty to cooperate). This includes

in particular the provision of detailed descriptions of the advertised position, additional company information, and the company logo in digital form.

- (3) HeyJobs reserves the right not to execute orders placed by the customer or to remove performance elements already published on the internet if the content to be published violates legal requirements, official prohibitions, rights of third parties, or public policy (“Impermissible Content”).
- (4) Decisions regarding the selection of candidates, invitations to job interviews of any kind, as well as acceptances and rejections of job applicants for an advertised position lie solely with the customer. HeyJobs GmbH makes no decisions concerning the applicant with regard to the application.
- (5) The customer is responsible for the correctness and observance of national laws when transmitting information for job advertisements.
- (6) The Recipient of Services bears the responsibility for the content of its e-mails, application forms, application questions, or their format, company profiles created by it, job advertisements posted by it, as well as for messages it sends via HeyJobs applicants or in other ways, and agrees that HeyJobs is not responsible for this content and excludes any liability for this content, also in relation to whether this content is legal.
- (7) If the customer has activated the automated submission of applications via HeyJobs (HeySubmit), they must ensure that their career page and their applicant management system are technically accessible such that HeyJobs and its commissioned processors can programmatically fill out the forms. HeyJobs is not liable for errors in submission caused by anti-bot measures, CAPTCHA systems, or other technical restrictions implemented by the customer or its ATS provider.

§8 Terms of Use of the Recruiter Portal

- (1) The use of the Recruiter Portal via registration requires the specification of a valid e-mail address and a password.
- (2) For the customer as an employer, the use of the account is for commercial, but not private purposes. The customer is responsible for any use of access data and passwords as well as all activities carried out in connection with the use of their account. HeyJobs is not responsible for the abusive or incorrect use of your e-mail address by third parties and excludes any liability.

- (3) In connection with the use of the services, illegal and/or actions violating applicable law are prohibited. In particular, it is not permitted to:
- (a) Provide content that
 - (i) is harassing, insulting, harmful to minors, or otherwise unlawful,
 - (ii) violates the rights of third parties, in particular copyright, personal rights, or other property rights, or
 - (iii) is confidential, e.g., contains trade secrets,
 - (b) Impersonate another person or pretend to have a relationship with such a person that does not actually exist, falsify usernames, or manipulate identifiers in other ways and/or conceal the origin of content transmitted in connection with the services,
 - (c) Provide and/or send advertising, junk or mass e-mails, chain letters, pyramid schemes, or other commercial communication,
 - (d) Use scraping or comparable techniques to capture content, use it for another purpose, republish it, or use it in any way other than the intended purpose of the platform,
 - (e) Use techniques or other automated services that aim at or result in user activities being displayed incorrectly (e.g., bots, bot-nets, scripts, apps, plugins, extensions, or other automated instruments to play content, publish, send messages, or perform other actions),
 - (f) Harass, threaten, insult, or defame a natural person or a company, disparage or discriminate based on gender, race, religion, or beliefs, or make or disseminate untrue claims about a natural or legal person,
 - (g) Collect, store, or transmit personal data of other users unless the affected persons have consented,
 - (h) Post links to third-party content that violates the provisions of these terms of use or other regulations, or
 - (i) Provide or upload content that contains viruses, worms, or other malicious code.
- (4) HeyJobs is not obligated to monitor customer content on the platform. Nevertheless, HeyJobs reserves the right to delete customer content in

whole or in part without stating reasons, especially if this content violates the rules mentioned under § 8.3 lit. No. i) to iii).

- (5) HeyJobs has the right to temporarily or permanently block and/or terminate the account and access to the platform without notice at any time and to restrict individual usage options. This applies in particular if the customers repeatedly or significantly violate their obligations according to § 8.2 or § 8.3 (in case of suspicion, a temporary blocking or restriction is possible) or in the event of revocation of consent to data use. HeyJobs has the right to close the account and access to the platform after termination of the cooperation agreement.

§9 Budget Purchase and Use

- (1) The Recipient of Services purchases budget from HeyJobs, which the Recipient of Services can use and spend for posting job advertisement campaigns by HeyJobs for job advertisements whose place of work is located in the Contract Territory. Unless otherwise agreed, the acquired budget has a validity of six (6) months from the purchase of the budget and expires without replacement after this period.
- (2) The Recipient of Services has the possibility to purchase additional budget within the Recruiter Portal. Unless otherwise agreed, the subsequently acquired budget has a validity of six (6) months from the purchase of the budget and expires without replacement after this period.
- (3) The Recipient of Services must pay HeyJobs remuneration in the amount of the acquired budget. The budget acquired by the customer cannot be refunded as a monetary amount.
- (4) In case of premature termination of the posting by the customer, there will be no refund of the partial budget of a started job slot (30-day interval).

§10 Invoicing

- (1) Invoices from HeyJobs are issued in electronic form unless otherwise agreed.
- (2) HeyJobs reserves the right to adjust electronic invoicing in the future at its own discretion to meet its own requirements, for example, to make invoices available as downloads on the website within a protected employer area.

HeyJobs will inform the Recipient of Services of such an adjustment via e-mail to the e-mail address specified in the cooperation agreement.

- (3) Invoicing occurs immediately after conclusion of the contract in accordance with § 4.1 of these General Terms and Conditions.

§11 Termination of the Cooperation Agreement

- (1) Cooperation agreements are generally concluded with an indefinite term.
- (2) If and to the extent that cooperation agreements are concluded with a limited term without automatic renewal being agreed, they end automatically without the need for termination on the last day of the term. For contracts with a limited term, ordinary termination is excluded.
- (3) If and to the extent that cooperation agreements are concluded with a limited term without automatic renewal being agreed and the subject of the cooperation agreements is additionally a specified number of advertisements that can be flexibly retrieved as a contingent by the Recipient of Services, these cooperation agreements end automatically upon expiration of the performance period specified in the cooperation agreement. Contingents not used by the Recipient of Services expire without replacement upon expiration of the performance period. Ordinary termination during the performance period is excluded.
- (4) The right to extraordinary termination remains unaffected for both cooperation agreements with a certain and indefinite term.
- (5) All terminations on the part of the Recipient of Services must be made in text form (e.g., e-mail to arbeitgeberservice@heyjobs.co). The notice period is 14 (fourteen) days before the expiration of the respective agreed performance period, unless otherwise agreed in individual cases.

§12 Remuneration for Services

- (1) The remuneration for the services to be provided by HeyJobs is determined either in writing in the cooperation agreement concluded between HeyJobs and the customer or by the budget acquired by the Recipient of Services. All prices are exclusive of the respectively applicable statutory VAT (net prices).
- (2) Invoicing by HeyJobs occurs immediately after the conclusion of the contract in accordance with §4.1 of HeyJobs' General Terms and Conditions. The

invoice amount is due for payment without any deduction no later than the 14th day after receipt of the invoice by the Recipient of Services. Deviating payment terms must be agreed between HeyJobs and the Recipient of Services in text form.

- (3) Payment of the invoice amounts is made – unless otherwise agreed – by bank transfer by the Recipient of Services to the bank account specified by HeyJobs on the invoices.
- (4) Should the Recipient of Services not settle outstanding payments within the set period of 14 days, they automatically fall into default of payment without the need for a separate payment reminder or warning. HeyJobs reserves the right to suspend existing services in the event of default of payment until the open claim is settled. Likewise, HeyJobs reserves the right to assert default interest and other default damages within the framework of applicable law against the Recipient of Services and to make use of the right to extraordinary termination at its own discretion.

§13 Data Protection

- (1) The parties to the cooperation agreement each commit to compliance with the data protection regulations applicable to them.
- (2) It is the responsibility of the Recipient of Services to exercise the greatest possible care when using IDs, passwords, usernames, or other security devices provided in connection with the services and to take every measure that ensures the confidential, secure handling of the data and prevents their disclosure to third parties.
- (3) The Recipient of Services will be held responsible for the non-contractual use of their passwords or usernames by third parties if they cannot sustainably demonstrate that access to such data was not caused by them and that the reasons for it could not be influenced by them. The Recipient of Services is obligated to inform HeyJobs immediately about any potential or already known unauthorized use of their access data.

§14 Liability

- (1) HeyJobs is liable if damage has occurred due to intent or gross negligence. Liability for slight negligence is additionally limited to the extent of the damage that could have been foreseen by HeyJobs at the time of the

conclusion of the contract, taking into account the circumstances known at that time.

- (2) In other cases, HeyJobs is only liable for the violation of such contractual obligations, the fulfillment of which is essential for the proper execution of the contract and on the compliance with which the customer may regularly rely (so-called cardinal obligations), whereby liability is limited to foreseeable and typically occurring damage.
- (3) The liability for damages arising from injury to life, body, or health as well as in the event of violation of essential contractual obligations according to the Product Liability Act remains unaffected.
- (4) In the event of breaches of duty on the part of the Recipient of Services, in particular in the event of violations of trademark, copyright, and name rights of third parties, liability lies exclusively with the Recipient of Services themselves. The Recipient of Services indemnifies HeyJobs from all claims for payment by other companies or third parties made against HeyJobs based on a legal or contractual violation by the Recipient of Services, upon first request. In addition, the Recipient of Services commits to assuming all reasonable costs incurred by HeyJobs in connection with such a legal violation, including necessary costs for legal defense, upon first request. This obligation does not apply if the Recipient of Services is not responsible for the legal violation. Other claims of HeyJobs against the Recipient of Services remain unaffected by this regulation.

§15 Copyrights

- (1) The concluded cooperation agreement does not contain any transfer of ownership or usage rights, licenses, or other rights to any HeyJobs-proprietary software by HeyJobs to the customer. All rights of HeyJobs to the software used, to identifiers, titles, trademarks, and copyright and other industrial property rights of HeyJobs remain fully with HeyJobs.
- (2) All work results and information produced by HeyJobs for the Recipient of Services and made available to them are subject to the copyright and industrial property rights of HeyJobs.
- (3) With the placement of an order for the publication of job advertisements, HeyJobs receives the sole database rights to the job advertisements of the customer optimized and published by HeyJobs.

- (4) The customer bears sole press, competition law, and other responsibility for the content supplied by them for publication.
- (5) With the placement of the order, the customer confirms that all usage rights required for posting on the internet of the holders of copyright, ancillary copyright, and other rights to the documents and data provided by them have been acquired or that they can freely dispose of them. HeyJobs and its affiliated companies are entitled to use the name, the identifier/logo, etc., of the customer even after the termination of the cooperation agreements concluded between HeyJobs and the customer for the purpose of public and non-public marketing.

§16 Final Provisions

- (1) Contract Transfer: HeyJobs is entitled to transfer the contractual relationship with the Recipient of Services to a company affiliated with HeyJobs. HeyJobs will announce the transfer to the Recipient of Services in a timely manner, but at least four weeks in advance, and will give the Recipient of Services the opportunity to withdraw from the contract before the transfer becomes effective by expressly granting a special right of termination. In the event of a special termination, HeyJobs will reimburse the Recipient of Services for prepaid remuneration on a pro-rata basis.
- (2) Declarations: Unless otherwise provided, notifications and declarations under this contract can be made in text form (e.g., by e-mail). HeyJobs can use the e-mail address specified by the Recipient of Services in the order form for this purpose. The Recipient of Services will immediately notify HeyJobs of any changes.
- (3) Text Form: Amendments to the cooperation agreement require text form, as long as no law requires a specific form requirement (e.g., e-mail, letter, or fax). This also applies to the waiver of this form requirement.
- (4) Set-off: The Recipient of Services can only set off or assert a right of retention with claims other than their contractual counterclaims from the respective affected legal transaction if this claim is legally established or undisputed by HeyJobs.
- (5) Applicable Law: This agreement and all legal disputes arising out of or in connection with it or attributable to HeyJobs in any way are subject in all aspects, including the validity, interpretation, and effectiveness of this

agreement, to the laws of the Republic of Austria, excluding the reference norms and the UN Sales Convention.

- (6) Place of Jurisdiction: If the contracting party is a merchant within the meaning of the Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the court locally responsible for the registered office of HeyJobs, the District Court of Berlin-Charlottenburg, is the exclusive place of jurisdiction for all legal disputes arising from this contract.
- (7) Partial Invalidity: Should individual provisions of this contract be or become invalid, the validity of the remaining provisions is not affected. Instead of the invalid provision, that which the parties would have agreed upon in a fair manner according to the originally intended purpose from an economic perspective applies. The same applies in the case of a contractual gap.

HeyJobs GmbH, Vienna, Austria.

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.