

# General Terms and Conditions

T&Cs for Employers in Germany  
(Version 2.0.0, as of February 1, 2024 )

## **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 “Recipient of Services”) digital solutions for successful recruiting.

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## §1 Preamble

These General Terms and Conditions govern the contract terms for cooperation agreements between HeyJobs GmbH, a German limited liability company registered in the commercial register of the District Court of Charlottenburg under registration number HRB 175212, represented by the managing directors Marius Luther and Marius Jeuck, and the customer (service recipient).

## §2 Subject Matter of the Contract

2.1 The cooperation contract concluded between HeyJobs and the service recipient is a contract for the provision of recruiting services in the territory of the Federal Republic of Germany (hereinafter referred to as the “Contractual Territory”). HeyJobs is obliged to provide the promised services during the service period. In return, the beneficiary is obliged to pay the agreed remuneration or an amount equal to the acquired budget.

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

contracts. The specific service structure (in particular packages and prices) is set out in the individual cooperation agreement.

## §3 Scope and Changes to these T&Cs

3.1 These General Terms and Conditions apply as the basis of all concluded cooperation contracts between HeyJobs as the provider of the services specified in the cooperation contract and the participating service recipient.

3.2 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 of business unless their validity has been expressly stipulated in the cooperation agreement.

3.3 HeyJobs is entitled to change the General Terms and Conditions with effect for the future entire business relationship with the service recipient after a corresponding notification. HeyJobs will inform the service recipient of the changes in text form at least six weeks before the amended General Terms and Conditions come into force. The beneficiary has the option of objecting 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 in each case and the contractual relationship is terminated at the end of the period of validity of the budget last acquired by the service recipient. The amendment to the General Terms and Conditions shall be deemed approved by the service recipient if the objection of the service recipient is not received by HeyJobs within six weeks of receipt of the notification of the amendment, by post, fax or e-mail.

## §4 Conclusion of Contract

4.1 The advertising of HeyJobs services on the HeyJobs website does not constitute a binding offer to conclude a contract, rather this is only to be understood as an “*invitatio ad offerendum*”, i.e. as an invitation to submit an offer. A cooperation agreement can be concluded in one of the ways described below:

- a) HeyJobs sends an offer 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 on a button at the end of an input mask on the HeyJobs website, which is unmistakably and clearly aimed at placing an order, the interested customer submits a binding offer to conclude a cooperation contract for the services listed on the order page. HeyJobs can accept this offer within two

weeks of receipt. The cooperation contract is concluded when HeyJobs accepts this order by means of an order confirmation by e-mail after receipt of the order or the purchased budget is displayed to the customer in the Recruiter Portal after completion of the order.

4.2 §§312i and 312l BGB are waived.

## §5 Service Description and Scope

5.1 HeyJobs as a recruitment platform offers its service recipients modern recruitment solutions using modern technology, whereby HeyJobs also provides parts of the services through companies associated with HeyJobs. 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 HeyJobs provides the following services as part of the cooperation agreement:

- a) Placement of job advertisements on various channels (minimum interval of 30 days for a job advertisement);
- b) Targeting and re-targeting of potential active and passive applicants;
- c) Provision of an application solution for computers, smartphones and tablets for applicants;
- d) Support in the optimization of job advertisements at the request of the beneficiary; and
- e) Provision of personalized access to the 'Recruiter Portal' internet platform, which can be used to create and manage job advertisements and manage applications received.

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 adjust individual services without prior consultation with the service recipient or to replace them with equivalent services.

5.4 HeyJobs provides its service recipients with further explanations on terms and methods in the context of service provision at any time, usually by telephone, or in text form upon request.

5.5 HeyJobs provides the Recruiter Portal and the associated services "as is" or "as offered". The technical availability is based on comparable web offers, whereby no

availability of access to the Recruiter Portal is owed that exceeds 99% on weekdays Monday to Friday (relevant time zone CET). Excluded from this technical availability are:

- Such public holidays that apply in Austria; or
- Ordinary maintenance periods and maintenance periods announced with reasonable advance notice.

## §6 Start and duration of benefits

6.1 The start of HeyJobs' services takes place after the conclusion of the contract and the first utilization of the budget acquired by the service recipient via the Recruiter Portal.

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

6.3 In the case of cooperation agreements with an agreed number of advertisements (contingent), which must be used with a minimum active term of 30 days, the respective service commences after the service recipient has called up the advertisement. There is no transfer of the service for an advertisement (minimum term 30 days). The process of optimizing the job advertisement via marketing on the channels selected by HeyJobs only begins when an advertisement is called up. Quotas must be requested in text form (e.g. by e-mail). Advertisements that are not called up expire without effect after the agreed service period has expired.

## §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 advertised position, 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 if the content to be

published violates legal requirements, official prohibitions, third-party rights or morality ("Inadmissible Content").

7.4 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 lie solely with the client. HeyJobs GmbH does not make any decisions concerning the applicant with regard to the application.

7.5 The customer is responsible for the accuracy of and compliance with national laws when submitting the information for the job advertisements.

7.6 The service recipient is responsible for the content of his e-mails, application forms, application questions or their format, company profiles created by him, job advertisements placed by him and for messages he sends via HeyJobs applicants or otherwise, and agrees that HeyJobs is not responsible for this content and excludes any liability for this content, including whether this content is legal.

## §8 Terms of Use of the Recruiter Portal

8.1 Use of the Recruiter Portal via registration requires the provision of a valid e-mail address and password.

8.2 For the customer as employer, the account is used for business purposes, but not for private purposes. The customer is responsible for any use of the 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 misuse or incorrect use of your e-mail address by third parties and excludes any liability.

8.3 In connection with the use of the services, unlawful actions and/or actions that violate applicable law are prohibited. In particular, it is not permitted:

- a) provide content that:
  - i) is harassing, offensive, harmful to minors or otherwise unlawful;
  - ii) infringes the rights of third parties, in particular copyright, personal rights or other property rights; or
  - iii) is confidential, e.g. contains trade secrets;
- b) Impersonating another person or pretending to be in a non-actual relationship with such a person, falsifying usernames or otherwise manipulating identifiers and/or disguising the origin of content transmitted in connection with the Services;

- c) to provide and/or send advertising, junk or mass e-mails, chain letters, snowball systems or other commercial communication;
- d) use scraping or similar techniques to capture content, use it for any other purpose, republish it or use it in any other way than the intended purpose of the platform;
- e) use techniques or other automated services that are intended to or result in the incorrect display of user activities (e.g. bots, botnets, scripts, apps, plugins, extensions or other automated tools to play content, publish content, send messages or perform other actions);
- f) to harass, threaten, insult or defame a natural person or a company, to denigrate or discriminate on the basis of gender, race, religion or beliefs, or to make or disseminate untrue statements about a natural or legal person;
- g) to collect, store or transfer personal data of other users, unless the persons concerned have consented to this;
- 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 harmful code.

8.4 HeyJobs is not obliged to monitor customer content on the platform. Nevertheless, HeyJobs reserves the right to delete content from customers in whole or in part without giving reasons, in particular if this content violates the provisions of § 8.3 lit. No. i) to iii) above.

8.5 HeyJobs has the right to temporarily or permanently block and/or terminate the account and access to the platform at any time without notice and to restrict individual usage options. This applies in particular if the customer repeatedly or significantly violates their obligations in accordance with § 8.2 or § 8.3 (temporary blocking or restriction is possible in the event of suspicion) or in the event of withdrawal of consent to the use of data. HeyJobs has the right to close the account and access to the platform after termination of the cooperation agreement.

## §9 Budget Purchase and Use

9.1 The service recipient acquires budget from HeyJobs that the service recipient can use and spend for the placement of job advertisement campaigns by HeyJobs for job advertisements whose place of work is located in the contract area. Unless otherwise agreed, a purchased budget is valid for six (6) months from the date of purchase and expires without replacement at the end of this period.

9.2 The Recipient has the option of purchasing additional budget within the Recruiter Portal. Unless otherwise agreed, subsequently acquired budget is valid for six (6) months from the date of acquisition and expires without replacement after this period.

9.3 The beneficiary has to pay HeyJobs a remuneration in the amount of the acquired budget. The budget acquired by the customer cannot be transferred back as a sum of money.

9.4 If an advertisement is terminated early by the customer, no refund of the partial budget of a partial job slot (30-day interval) will be made.

## §10 Invoicing

10.1 Invoices from HeyJobs are issued in electronic form, unless otherwise agreed.

10.2 HeyJobs reserves the right to adapt the electronic invoicing in the future at its own discretion to its own requirements, for example, to make the invoices available as downloads on the website within a protected employer area. HeyJobs will inform the service recipient of such an adjustment by e-mail to the e-mail address specified in the cooperation agreement.

10.3 Invoices shall be issued immediately after conclusion of the contract in accordance with § 4.1 of these General Terms and Conditions.

## §11 Termination of the Cooperation Agreement

11.1 Cooperation agreements are generally concluded for an indefinite term.

11.2 If and insofar as cooperation agreements are concluded for a limited term without an automatic extension being agreed, they shall end automatically on the last day of the term without the need for termination. Ordinary termination is excluded for contracts with a limited term.

11.3 If and insofar as cooperation agreements are concluded for a limited term without an automatic extension being agreed and the cooperation agreements also include a fixed number of advertisements that can be flexibly called up by the service recipient as a contingent, these cooperation agreements 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.

11.4 The right to extraordinary termination shall remain unaffected both in the case of cooperation agreements with a definite and indefinite term.

11.5 All notices of termination must be sent by email to [arbeitgeberservice@heyjobs.co](mailto:arbeitgeberservice@heyjobs.co) and must be made 14 days before the end of any current service period.

## §12 Remuneration for Services

12.1 The remuneration of 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 service recipient. All prices are subject to the applicable statutory value added tax (net prices).

12.2 All payments shall be due without deduction on the 14th day after the invoice date at the latest, unless a different payment term has been agreed with the service recipient at least in text form.

12.3 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.

12.4 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 is settled. HeyJobs also reserves the right to claim default interest and other default damages from the service recipient within the framework of applicable law and, at its own discretion, to exercise the right to extraordinary termination.

## §13 Data Protection

13.1 The parties to the cooperation agreement each undertake to comply with the data protection regulations applicable to them.

13.2 The Service Recipient 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.

13.3 The service recipient shall be held responsible for the non-contractual use of his passwords or user names by third parties if he cannot sustainably demonstrate that access to such data was not caused by himself and the reasons for this could not have been influenced by him. The service recipient is obliged to inform HeyJobs immediately about a possible or already known, unauthorized use of his access data.

## §14 Liability

14.1 HeyJobs is liable if the damage was caused by 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 the contract was concluded, taking into account the circumstances known at that time.

14.2 In other cases, HeyJobs is only liable for the breach of such contractual obligations, the fulfillment of which is essential for the proper execution of the contract and on whose compliance the customer may regularly rely (so-called cardinal obligations), whereby the liability is limited to the foreseeable and typically occurring damage.

14.3 Liability for damages resulting from injury to life, limb or health and in the event of a breach of material contractual obligations under the Product Liability Act shall remain unaffected.

14.4 In the event of breaches of duty on the part of the service recipient, in particular in the event of infringements of third-party trademark, copyright and name rights, liability shall lie exclusively with the service recipient itself. The service recipient indemnifies HeyJobs from all claims for payment by other companies or third parties upon first request, which are asserted against HeyJobs due to a breach of law or contract by the service recipient. In addition, the service recipient undertakes to assume, upon first request, all reasonable costs incurred by HeyJobs in connection with such an infringement, including necessary costs for legal defense. This obligation does not apply if the service recipient is not responsible for the infringement. Other claims of HeyJobs against the beneficiary remain unaffected by this provision.

## §15 Copyrights

15.1 The concluded cooperation agreement does not include 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 trademarks, titles, brands and copyrights and other industrial property rights of HeyJobs remain unrestrictedly with HeyJobs.

15.2 All work results and information produced by HeyJobs for the service recipient and made available to him are subject to the copyright and industrial property rights of HeyJobs.

15.3 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.

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

15.5 By placing the order, the customer confirms that all rights of use required for posting on the Internet have been acquired by the owner of copyrights, ancillary copyrights and other rights to the documents and data provided by him or that he can freely dispose of them. HeyJobs and its affiliated companies are entitled to use the name, trademark / logo, etc. of the customer even after the termination of the cooperation agreements concluded between HeyJobs and customers for the purpose of public and non-public marketing.

## §16 Final Provisions

16.1 Transfer of contract: HeyJobs is entitled to transfer the contractual relationship with the service recipient to a company affiliated with HeyJobs. HeyJobs will notify the service recipient of the transfer in good time, but 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 refund any remuneration paid in advance to the beneficiary on a pro rata basis in the event of a special termination.

16.2 Declarations: Unless otherwise provided for, notifications and declarations under this contract may be made in text form (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.

16.3 Text form: Amendments to the cooperation agreement must be made in text form unless a specific form is required by law. (e.g. e-mail, letter or fax). This also applies to the waiver of this formal requirement.

16.4 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.

16.5 Applicable Law: This Agreement and all disputes arising out of or in connection with it or in any way attributable to HeyJobs shall be governed in all respects, including the validity, interpretation and effectiveness of this Agreement, by the laws of the Federal Republic of Germany, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

16.6 Place of jurisdiction: If the contractual partner is a merchant within the meaning of the German 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 Berlin-Charlottenburg District Court, is the exclusive place of jurisdiction for all legal disputes arising from this contract.

16.7 Partial invalidity: 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.