# General Terms and Conditions (GTC) of the SK Job-Netzwerk GmbH & Co KG

**Graf-Arco-Str. 18/1, 89079 Ulm**

**Mail:** support@jobeu.net,

**Web:** www.jobeu.net (siehe unser Impressum).

## 1. General

SK Job-Netzwerk GmbH & Co KG - hereinafter: Provider - makes the "job-net" platform available to its customers for a fee. The offer is aimed at companies and private individuals within and outside Europe (hereinafter referred to as "Customers").

On the platform, customers can post jobs and requests - hereinafter referred to as "advertisements". In these advertisements, the Customers can introduce themselves and offer jobs, projects, products and services or search for jobs.

The platform serves here exclusively for the first establishment of contact. Contracts (B2B and B2C) are generally concluded between the customers involved.

## 2. Contractual bases

These GTC apply exclusively. Deviating, opposing or supplementary GTC, even if known, are not recognized by the provider, unless their validity is expressly agreed in writing.

Verbal side agreements between the parties do not exist.

The placement of advertisements is permitted to every natural and legal person, however, there is basically no claim to the activation of the advertisement.

The registration to the portal of the Provider is only allowed to the Customer if he is of age and has unlimited legal capacity.

When registering a legal entity, the registration must be made by a natural person of unlimited legal capacity and authorized to represent the entity, and the natural person authorized to represent the entity must also be indicated.

## 3. Service description

The Provider is a platform on which companies can place job advertisements and employees can search for a job. The Provider makes the platform available and does not itself act as a contractual partner when contracts are concluded between companies and Employees - the contract is concluded exclusively between companies and Employees.

## 4. Conclusion of contract/activation/registration

The paid registration of the customer on www.job-eu.net requires that the customer decides for one of the subscriptions presented on the website. Registration constitutes an offer to the provider to conclude a contract for the use of the platform. After receipt of payment, the customer receives a registration e-mail, which is considered as acceptance of the contract offer and the contract begins to run.

After registration and payment of the subscription, the provider declares the activation to the customer. This entitles the customer to use the platform.

The activation by the provider can be refused, especially if the offer is illegal and / or immoral and / or violates the law.

After conclusion of the contract of use a customer account is created for the customer, for which he can choose a password. Through this account, the customer can manage his ads and contact other customers.

Underage customers are not entitled to register. The provider reserves the right to block registrations of underage customers and to remove the accounts. If the customer is a minor, the contract is not concluded until the declaration of consent of the customer's legal guardian is available.

When registering, the customer data must be truthful and complete. The customer is obligated to update changes of his data immediately in his customer account.

## 5. Responsibility for access data - source code – scripts

In the course of the registration process, the customer is asked to enter his e-mail address and a password. With these data the customer can log in on the platform after the activation of his access and the confirmation. It is the customer's responsibility to ensure that the e-mail address does not violate the rights of third parties, in particular no name or trademark rights - or offend common decency.

The access data including the password must be kept secret by the customer and must not be made accessible to unauthorized third parties.

Furthermore, it is the customer's responsibility to ensure that his access to the portal and the use of the services made available on the platform is carried out exclusively by him or by persons authorized by the customer. If it is feared that unauthorized third parties have gained or will gain knowledge of the Customer's access data, the Provider shall be informed immediately.

The Customer shall be liable for any use and/or other activity carried out under its access data in accordance with the statutory provisions.

Concealment of the source code (including the use of the Unescape function in JavaScript) is not permitted. It is also forbidden to split HTML tags in order to hide them.

Scripts are not allowed

- that read, use or set cookies,
- that retrieve confidential customer data,
- with the help of which entries in the Windows registry are changed,

- that automatically download active content from other computers,
- that can call external scripts or pages or send content to these pages.

## 6. Change services

The Provider is entitled at any time to change services provided free of charge on the platform, to make new services available free of charge or against payment, to discontinue the provision of free services or to make services subject to a charge in the future. The Provider shall take the interests of the Customer into account in each case.

## 7. Provision of the platform

The Provider shall provide the Customer with a platform on which the Customer can place advertisements.

The Customer is obligated to provide truthful information and not to violate any third-party rights (in particular copyright to images and texts). In the event of infringements of third party rights, the Customer shall be obliged to indemnify the Provider against all claims and claims for damages by third parties as well as the costs of legal defense against proof.

## 8. Scope of permitted use, monitoring of usage activities.

The customer's right of use is limited to access to the platform and to the use of the services available on the platform in each case within the framework of the provisions of these GTC.

The customer itself is responsible for creating the technical conditions necessary in its area of responsibility for the contractual use of the services. The Provider does not owe the Customer any advice in this regard, unless such advice has been agreed separately.

The Provider points out that the Customer's usage activities may be monitored to the extent permitted by law. This may also include the logging of IP connection data and call histories as well as their evaluation in the event of a concrete suspicion of a violation of the present General Terms and Conditions and/or in the event of a concrete suspicion of the existence of any other unlawful act or criminal offense.

## 9. Placement of own content by the customer, copyrights and granting of rights

By posting content, the Customer grants the Provider a royalty-free, transferable, worldwide, non-exclusive and perpetual right to use the respective content for the fulfillment of all purposes of this Agreement in accordance with the provisions of this section in each case

- To store the contents on the Provider's server and to publish them, in particular to make them publicly accessible (e.g. by displaying the contents on the portal).
- For copying and editing, insofar as this is necessary for the provision or publication of the respective content, and
- To grant - also against payment - rights of use to third parties to its contents.v

## 10. Right to use content available on the platform

Unless further use is expressly permitted in these GTC or on the platform or is enabled on the platform by a corresponding functionality (e.g. download button),

- the customer may retrieve and display the content available on the platform online exclusively for his own purposes. This right of use is limited to the duration of the contractual use of the platform.
- The customer is prohibited from editing, changing, translating, presenting or performing, publishing, exhibiting, reproducing or distributing the content available on the platform in whole or in part. It is also prohibited to remove or change copyright notices, logos and other marks or protective notices.

## 11. Protection of content, responsibility for third-party content

The content available on the platform is predominantly protected by copyright or other intellectual property rights and is owned by the provider, the other customers or other third parties (third-party content) who have made the respective content available. The compilation of the contents as such may be protected as a database or data bank work within the meaning of §§ 4 para. 2, 87 a para. 1 UrhG (German Copyright Act). The Customer may only use this content in accordance with these General Terms and Conditions and within the framework specified on the platform.

The Provider does not check third-party content for completeness, accuracy and legality and therefore assumes no responsibility or warranty for the completeness, accuracy, legality and timeliness of third-party content. This also applies with regard to the quality of the Third Party Content and its suitability for a particular purpose and also insofar as it concerns Third Party Content on linked external websites.

All content on the platform is third-party content, with the exception of content that is provided with a copyright notice of the provider.

## 12. Costs, payment modalities

The prices applicable in our offers apply, which can be viewed at any time on our website.

The payment options listed below are offered to the customer. An immediate activation of the customer account takes place with the payment methods listed below:

- PayPal
- Stripe
- Credit Card (VISA, Mastercard)
- amazon pay
- immediate transfer

For the payment methods listed below, the customer account will only be activated after confirmed receipt of payment:

- On account
- Bank transfer

After payment has been made, the invoice will be sent to the customer by email to the email address stored in his customer account.

All stated fees are in Euro and exclusive of the applicable statutory value-added tax.

In case of an automatic renewal of the subscription (see No. 14), the customer will receive an invoice by email one week before the payment is due. Upon receipt of the first reminder (receipt fiction: three days after the date of the reminder), the customer account will be blocked until payment of the fee.

**13. Default in payment, prohibition of set-off**

The customer shall be in default without further notice from the provider if the invoice is not paid by the due date. If a direct debit is rejected, the customer will receive a reminder to clarify the matter within a period of two weeks.

The Provider shall have a right of retention if the Customer is more than two weeks in arrears with its payments.

Offsetting by the Customer is excluded unless the Customer's counterclaim is undisputed or has been legally established.

In the event of default, the Supplier shall be entitled to charge default interest at a rate of 9% above the base interest rate for corporate customers and 5% above the base interest rate for private individuals, unless the Customer proves a lesser loss or the Supplier proves a greater loss.

The customer is only allowed to set-off with undisputed or legally binding counterclaims. The customer may only assert a right of retention if it is based on the same contractual relationship.

**14. Term of the contract, termination**

For access to the platform applies for the term selected by the customer. From the expiry of the minimum contract period, the contract is automatically extended by 3 months, 6 months, 12 months (depending on the subscription), unless one party terminates the contract with a notice period of 2 weeks before the expiry of the contract period. Notice of termination must be given in text form (e-mail to support@job-eu.net).

When the termination becomes effective, the contractual relationship shall end and the Customer may no longer use its access. The Provider reserves the right to block the user name and password when the termination becomes effective.

The Provider shall retain the accrued data for the statutory storage periods. The data will then be destroyed. Further details can be found in the data protection declaration.

The right of each party to extraordinary termination for good cause shall remain unaffected by the above provisions. This includes, on the one hand, the extraordinary termination by the entrepreneur-customer due to cessation of operations with a notice period of 4 weeks to the end of the month and, on the other hand, the unplanned cessation of operations due to serious illness or death with immediate effect from the notification. If an employee dies or is seriously ill, this also applies to him. Both the cessation of operations and the illness or death must be officially documented accordingly.

Extraordinary termination by the Provider is possible,

- if the customer has violated the obligations of the contract at least twice and has previously been warned in writing. This applies in particular to legal violations as defined in No. 11 of these GTC (e.g. copyright violations, trademark violations, competition violations, violations of morality). The claim for payment ends with the end of the contract, however, the Provider may claim lost profit and damages;
- if the provider determines that the customer has violated No. 1 of these terms and conditions;

**15. Access blocking**

The Provider may temporarily or permanently block the Customer's access to the Portal if there are concrete indications that the Customer is violating or has violated these GTC and/or applicable law or if the Provider has another legitimate interest in blocking access; the Provider shall give due consideration to the Customer's legitimate interests.

In the event of temporary blocking, the Provider shall reactivate the access authorization after the blocking period has expired. A permanently blocked access authorization cannot be restored. Persons who are permanently blocked are permanently excluded from participation in the platform and may not register on the platform again.

In the event of a temporary or permanent block, the customer will be informed by the provider via e-mail.

If an access or customer account is blocked, the ads and the customer data of the blocked customer are no longer visible to the other users of the platform.

**16. Defects, warranty**

within a reasonable period of time. Termination on the part of the Customer due to non-fulfillment of the contractual use shall only be admissible if the Provider has been given sufficient opportunity to remedy the defect and this has failed. A failure of the rectification of defects and thus the existence of the right of termination for the Customer shall only be assumed if the rectification of defects is impossible, if the Provider refuses to rectify the defects or if the rectification of defects is unreasonably delayed, if there are reasonable doubts regarding the prospects of success or if for other reasons the Customer cannot reasonably be expected to accept the rectification of defects.

If the customer has a claim for damages or compensation for futile expenditure on the basis of warranty, this is subject to the limitation of liability in No. 17 below.

If the use of a customer account is not possible due to reasons for which the customer is not responsible (e.g.

hacker attack), the subscription shall be extended automatically and free of charge by the corresponding period.

**17. Liability**

In the event of a slightly negligent breach of material contractual obligations, the breach of which endangers the performance of the contract, the liability of the Provider and its vicarious agents shall be limited to the foreseeable, direct average damage typical for the contract.

The Provider and its vicarious agents shall not be liable in the event of a slightly negligent breach of non-contractual obligations, the breach of which does not jeopardize the performance of the contract.

The above limitations of liability do not apply to claims of the customer arising from product liability and warranty. Furthermore, the limitations of liability do not apply in the event of bodily injury or damage to health attributable to the Provider or in the event of loss of life of the Customer.

The Provider shall only be liable for its own content on the Provider's website and platform. The Customer shall indemnify the Provider against all disadvantages that may be incurred by the Provider through third parties due to damaging actions of the Customer - regardless of whether such actions are intentional or negligent.

**18. Privacy**

Regarding data protection, we refer to our privacy policy.

**19. Applicable law and place of jurisdiction**

The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

If the customer 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 place of business of the supplier. The same shall apply if the Customer does not have a general place of residence in Germany or if the Customer's place of residence or usual place of abode is unknown at the time the action is brought.

Should individual provisions of the contract with the Customer, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

Should the contents of these General Terms and Conditions and / or become ineffective due to a change in the law, the legally compliant provision that comes closest to the respective part shall take effect. This is to be determined by interpretation.

Note: "For reasons of better readability, the masculine spelling has been used for all terms as a rule. We expressly point out at this point that the exclusive use of the masculine form is to be understood explicitly as gender-independent and that both the feminine and masculine spelling is meant for the corresponding terms."