

## **Terms of Use**

### **Strategy & Action International GmbH (SAI)**

#### **§ 1 General**

- 1.1 Strategy & Action International GmbH (SAI) grants users permission to use the services offered on this website exclusively subject to these terms of use.
- 1.2 SAI reserves the right to define separate terms and conditions for parts of this website, which users can access on the corresponding pages.

#### **§ 2 SAI's services**

- 2.1 SAI publishes job vacancies on its homepage sent to it by its clients. Users have the possibility to read the job vacancies and, after registering, to apply for the positions online.
- 2.2 After registering, users can store a letter of application for a job vacancy, personal data and a curriculum vitae in the database, and post job requests.
- 2.3 SAI's services consist in accepting users' job applications or requests in the form made available by SAI and in circulating applications/requests to clients.
- 2.4 Based on the client's job specification, SAI conducts a pre-selection of the submitted applications. The user grants SAI consent to read their applications and stored data.
- 2.5 All services provided by SAI are free of charge for the user.
- 2.6 The user does not have any entitlement vis-à-vis SAI against the circulation of applications.
- 2.7 SAI's services do not cover success of the application submitted by the user or the advertiser's response to the application vis-à-vis the user.

#### **§ 3 Registration**

- 3.1 In order to place an application with personal data, users must register free of charge on Jobs.df. To this end, each user is assigned a login name and a password. Users can change their password at any time.
- 3.2 If the user acquires knowledge of any misuse of their access data, they must inform SAI without delay.
- 3.3 SAI is entitled to remove the user's content from the website if the user's logon and registration data cannot be identified, if the user provides presumed or known false data when registering, is presumed or known to misuse the website or use the website

in a way that may impair the performance or otherwise corrupt the functionality of the website, or seriously violates these general terms of use in any other way.

Prior to removing the content, SAI must inform the user, stating reasons. The user must be granted an appropriate time limit to substantiate the legitimacy of the content.

3.4 The user does not have any entitlement to registration.

#### **§ 4 Duties of the user**

4.1 The user is responsible for the content and up-to-dateness of data provided. Any information stated in an application must be provided exclusively on the user's own behalf. It is prohibited to provide incomplete, false or misleading information. The user further has a duty to ensure that any texts and other materials transmitted to SAI do not contravene legal regulations and third-party intellectual property rights. SAI shall be entitled to reject the user's job application or request or abstain from circulating it if the user violates this duty.

4.2 Furthermore, the user is not permitted to take any course of action that may impair the system or network security. It is also prohibited to access the system software without authorization, to download, copy, modify or use it for any purposes other than provided for by the contract.

4.3 In the event of culpable violation of Sections 4.1 and 4.2, the user shall have a duty to make good any losses incurred to SAI, and in particular to indemnify SAI from claims of third parties arising as a result of any such infringement.

4.4 The user shall in particular indemnify SAI from any third-party claims made against SAI, whatever their nature, as a result of publication of the content.

#### **§ 5 Rights of website use**

5.1 All copyright and related rights connected with the design of the entire service, software and associated documentation are owned exclusively by SAI. The user is only entitled to use the website in accordance with the intended purpose under the terms of the contract.

5.2 The user grants SAI and its associated companies the non-exclusive right to use, copy, reproduce, modify, publish and distribute all posted content free of charge and limited in time to the duration of the registration, to the extent required for performance of SAI's services.

#### **§ 6 Liability**

6.1 SAI's direct or vicarious liability shall be limited to cases of gross negligence or intent, with the exception of cases involving breaches of a fundamental contract obligation (cardinal duty). In cases involving slightly negligent breach of a cardinal duty, SAI shall only accept liability for typical damage foreseeable at the time of conclusion of the contract.

- 6.2 The aforementioned limitation of liability shall not apply in cases of injury to life, body or health of the user.

## **§ 7 Warranty**

- 7.1 SAI assumes no warranty for the accuracy and retrievability of the data available in the database, or for their up-to-dateness.
- 7.2 Furthermore, SAI assumes no warranty or liability for the functionality and continuous availability of the website and the server, nor for their freedom from misinformation such as computer viruses, worms or Trojan horses. Neither does SAI assume any warranty for the freedom from malfunction of websites to which links exist, in particular for their freedom from misinformation such as computer viruses, worms or Trojan horses.

In addition, SAI does not warrant that the website will be uninterrupted or error-free, be free of defects or that in cases involving unauthorized manipulation of the website or transmission paths personal data of the user will not be passed on to unauthorized third parties.

However, as far as is reasonably possible, SAI will undertake all technically possible and legally permissible measures to eliminate all and any of the aforementioned bugs.

- 7.3 Moreover, SAI does not warrant that advertisers will maintain the confidentiality of circulated personal data of the user.

## **§ 8 Data protection**

Provided data are treated in accordance with the German Federal Data Protection Act (Bundesdatenschutzgesetz) and the German Teleservices Data Protection Act (Teledienstschutzgesetz). SAI's privacy statement shall apply.

## **§ 9 Utilization period and termination**

- 9.1 SAI is entitled to suspend its free services at any time, in particular if SAI ceases its online mediation activities or fully or partly discontinues business operations. However, SAI will not arbitrarily misuse this right to the detriment of the individual users.
- 9.2 Users can cease to utilize the service provided by SAI at any time and delete stored data or request that SAI delete their personal data.
- 9.3 The user can terminate the contract at any time without stating reasons. The termination must be made in writing by letter, telefax, or e-mail.
- 9.4 In the event of termination of the contract, SAI will delete the user's personal data.
- 9.5 In the event that the user's data are deleted pursuant to Section 9.2 or 9.3, this agreement shall end automatically, without the need for termination.

## **§ 10 Inactivity of the user**

SAI reserves the right to delete the data of users who have not modified or updated their data for a period of 6 months if the user fails to meet a prior request by e-mail to confirm the up-to-dateness of the data within a 2-week deadline. This shall not apply if the user was not expressly informed of this consequence in the request.

## **§ 11 Applicable law**

The contract between the user and SAI is governed by the law of the Federal Republic of Germany.