

General Terms and Conditions of www.herCAREER-Jobmatch.com

messe.rocks GmbH (hereinafter “messe.rocks”) is the operator of the www.herCAREER-Jobmatch.com online platform (hereinafter “platform”) which offers companies (hereinafter “potential employers”) the opportunity to discover matching and potentially matching profiles posted by job seekers on the platform and to call the attention of such job seekers to any vacancies the potential employers may have. A potential employer’s specific job vacancy is described based on a questionnaire to be filled in by the potential employer in the job profile for each vacancy / role (job ad). After registration, job seekers and site visitors potentially interested in a job (hereinafter “job seekers”) will also be given an opportunity to find job ads most ideally suited for them based on a questionnaire. Job seekers will be given an opportunity to find suitable and potentially suitable vacancies based on an algorithm-based matching service. After a job seeker has accepted a match, the potential employer will also have the opportunity to directly get in contact with the job seeker concerned, using the contact details provided by such job seeker. When a job seeker has accepted the match proposed, messe.rocks will establish contact between the specific potential employer and the job seeker, in a way that makes it possible for both parties to get access to each other’s contact details, including resume and other data / documents provided by such party. Job seekers may, at their sole discretion, decide whether to accept the match or not. Even before a job seeker accepts a match, the job seeker, using the details provided by the potential employer for job applications, has the opportunity to send the potential employer a job application. Employment contracts, if any, will have to be entered into separately by and between the contracting parties; employment contracts are not covered by this job matching service.

Section 1 – Scope

- (1) These General Terms and Conditions (hereinafter “GTC”) shall apply whether the platform is used as a potential employer or as a job seeker (hereinafter also collectively referred to as “contracting parties”).
- (2) Save as otherwise agreed upon, the platform may only be used subject to the terms and conditions specified in these GTC.
- (3) General terms and conditions of either contracting party containing provisions to the contrary, requiring otherwise or complementing these GTC will only become part and parcel of the agreement if and insofar as messe.rocks has explicitly agreed that such terms and conditions shall apply. Contract terms individually negotiated between messe.rocks and the contracting party (including side letters, agreements not embodied in the agreement, supplements, addenda and changes) will in any case be given precedence over these GTC. Unless proof to the contrary may be provided, such individually negotiated contract terms will be deemed to have the wording manifested by a written contract or a written confirmation by messe.rocks. It will be up to the contracting party to decide whether to make in textual or written form any legally relevant statements and whether to give in textual or written form any legally relevant notices that the contracting party may make or give in connection with the agreement. This rule shall not affect any formal requirements prescribed by law. messe.rocks may request that the contracting party provide additional proof including, without limitation, proof of identity of the person giving any such notice or making any such statement.
- (4) The current version of these GTC, as amended from time to time, is made available for download and print-out via the website at www.herCAREER-Jobmatch.com/GTC.

Section 2 – General

- (1) messe.rocks will only act as an intermediary between potential employers and job seekers. messe.rocks itself will not become party to any contracts entered into by and between the two parties. Potential employers themselves are responsible for compliance with tax and other legal obligations.
- (2) Both potential employers and job seekers have the obligation to comply with governing laws when making use of the platform.

- (3) messe.rocks, however, would like to point out to the users of the herCAREER job-match platform that (potential) employers advertising a job and placing a job ad must not use any language that may be deemed discriminatory in terms of the German Equal Treatment Act (hereinafter "AGG").

Section 3 – Contract formation and registration

- (1) The presentation of platform functionalities on the Internet or through other media by messe.rocks must not be interpreted as a binding offer. All messe.rocks does is present to the contracting party an opportunity to make a binding offer to enter into a contract for the use of the platform. messe.rocks does not have the obligation to accept any such offers. messe.rocks will be allowed one week for accepting a contracting party's offer; a contract will only be formed upon acceptance of the contracting party's offer by messe.rocks. If and to the extent applicable, messe.rocks will accept offers submitted to it as follows: a potential employer's offer by posting the job ad placed by the potential employer online on the platform and a job seeker's offer by confirming the job seeker's registration.
- (2) Use of the platform may only be made upon prior registration on the platform.
- (3) Only natural persons with unlimited legal capacity or legal entities may register as potential employers. Legal entities must be registered by the persons who have the right to act on behalf of the legal entity. Only individuals with unlimited legal capacity may register as job seekers.
- (4) As part of the registration process, the contracting parties agree to provide a password to be defined by them. Contracting parties may reset their password by using the "Forgot password" function.
- (5) When registering as a job seeker, it is mandatory to provide an e-mail address and the first and last name of the job seeker, other information may be provided on a voluntary basis. More details will have to be provided for registering as a potential employer.

Section 4 – General obligations when making use of the platform

- (1) The contracting parties hereby warrant and represent that they will not use any content in breach of governing law or infringing upon third-party rights on this platform and in their profile; this representation/warranty also extends to photographs, if any, depicting individuals.
- (2) The contracting parties agree only to use the names, contact details and other information they obtained by making use of the platform for the purposes of this platform. Unless contracting parties have given their explicit prior consent, it is, without limitation, not allowed to resell any data obtained or to use data for sending unsolicited advertising.
- (3) The contracting parties must refrain from registering – directly or indirectly – new user accounts after messe.rocks has given extraordinary notice of termination or has blocked a user account.
- (4) As far as information which needs to be provided is concerned, the contracting parties have the duty to provide truthful and complete information and to keep such information up-to-date at all times; this duty also extends to any vacancies advertised and the terms of any such employment offered. The contracting parties i. a. have the obligation to make sure that a valid e-mail address is provided via the user account at all times. In case of breach of the obligation to provide truthful statements, messe.rocks has the right to delete the user account created by the contracting party at any time.
- (5) The contracting parties have the obligation to check any links to third-party websites they may include and to refrain from providing links to websites with illegal content or content that infringes upon any rights or laws.
- (6) The contracting parties do not have the right to use, in part, as a whole or in excerpts, data and content obtained by website query and use of the platform or data and content provided via the platform, for the purpose of creating their own proprietary data base, for commercial data processing purposes, for the exchange of information or any other commercial exploitation purposes.

- (7) To the extent contracting parties are giving each other ratings on the platform, any such ratings must be appropriate and based on facts. Without limitation, it is not permitted for contracting parties to express any non-fact-based or derogatory opinions. messe.rocks reserves the exclusive right to define the structure and composition of the rating mechanism.
- (8) Contracting parties must not disclose their log-in details to third parties. Contracting parties are required to make sure that log-in details may not be accessed by third parties and that security precautions have been taken accordingly to prevent unauthorised use of data. The contracting party concerned agrees to notify messe.rocks without undue delay and to change the log-in details in case the contracting party has a suspicion of a third party having had access to the contracting party's log-in details, even if this is only a possibility, or if the contracting party believes that the user account has been used by a third party. Individuals who are acting on the platform on behalf of and at the request of the contracting parties will not be interpreted as third parties to the extent that such third parties have assumed an obligation vis-à-vis the contracting party to observe these GTC.
- (9) The contracting parties agree to take adequate precautions to prevent the loss of any and all data used or received in connection with the platform; messe.rocks will not create any such back-ups.
- (10) The contracting parties have the obligation to promptly notify messe.rocks of malfunctions or improper functionality of the platform and/or individual functions. The same rule shall apply accordingly in case a contracting party becomes aware of other contracting parties obviously breaching governing law or infringing upon third-party rights or acting in violation of these GTC including, without limitation, paragraphs 1, 8 or 9 of this section 4 of these GTC.

Section 5 – Potential employers using the platform

- (1) Upon formation of contract, the potential employer will have the right to use the platform within the scope of the functionalities offered. This includes, without limitation, the right of the potential employer to manage its own user account and to post job ads online. Access to the user account will be provided via log-in details.
- (2) The potential employer has taken note of the fact that employment contracts or any other (service contracts) will always have to be entered into directly with job seekers.
- (3) The potential employer undertakes to only place ads for jobs that actually exist or vacancies that actually need to be filled.
- (4) Contracting parties may only make use of any forms provided by messe.rocks within the scope of and for the contemplated purpose. Without limitation, the potential employer does not have the right to place an ad for several jobs in a single job ad or to modify the job ad in such a way that it may also fit another vacancy.
- (5) It will be the responsibility of potential employers to make sure that their notices of vacancy are deemed to be non-discriminatory in terms of the AGG, to possibly also publish the vacancies on other sites and to document any such measures that may be taken, if and to the extent applicable. messe.rocks will not monitor or verify any such measures. messe.rocks may not be held liable for damages, if any, arising from or in connection with breach of provisions of the AGG by the potential employer.

Section 6 – Job seekers using the platform

Job seekers will have the opportunity to get directly in contact with potential employers and to use the contact options provided by such potential employer in case a match was found between the job seeker and the potential employer.

Section 7 – Fees payable and payment terms

- (1) Job seekers may use the platform free of charge. messe.rocks, however, does not have the duty to permanently make the platform and individual functionalities available (free of charge). messe.rocks therefore reserves the right to launch functions available for valuable consideration or to charge a fee for existing functions; messe.rocks agrees to notify job seekers of the introduction of any such fee payable in due course.

- (2) The potential employer has the obligation to pay the fee agreed for publication of job ads booked. The price list valid at the time of the potential employer booking the job ad, as amended from time to time, will be deemed to have been agreed upon between the parties.
- (3) See price list for prices payable and terms of payment.

Section 8 – Granting of rights of use

- (1) For the duration of the contractual relationship on the use of the platform and within the scope of use, the contracting party agrees to grant messe.rocks a right to use content posted which is non-exclusive, not geographically limited, irrevocable, may be assigned to third parties, is sub-licensable, gratuitous and unlimited. Within the scope of performance of its services under this agreement, messe.rocks will always have the right to make use of and exploit content as a whole or in part.
- (2) Messe.rocks, without limitation, has the right to present and publish on the platform any content posted by contracting parties on the platform. This also includes the right of reproduction, right of distribution, right of communication to the public and the right to make available to the public. This also applies, mutatis mutandis, to any trademarks or marks that may be contained in content posted by contracting parties.
- (3) The contracting parties hereby warrant and represent that they are the holders of any and all rights required for posting content on the platform and that they are the holders of the unlimited right to grant messe.rocks any and all such rights with legal effect. The contracting parties also hereby warrant and represent that such content is free and clear of third-party rights that may prevent the granting of rights and use of rights as specified in this agreement; this also extends to photographs depicting individuals, if any.
- (4) The potential employer agrees to grant messe.rocks the right to use business relations with it, including trademarks, if any, as reference and testimonials for messe.rocks marketing purposes. This includes, without limitation, use thereof in reference customer lists.
- (5) messe.rocks has the right, within the scope of provision of services and products, to aggregate, analyse, evaluate and publish, in anonymised form, any and all information which it may learn through the platform. To the extent personal data is involved, data will only be processed in pseudonymised or anonymised form.

Section 9 – Right to block an account or content

- (1) messe.rocks, according to its own best judgement, has the right to block a user account or individual pieces of content posted by a contracting party in the event of failure of a contracting party to pay the fee payable or in case any other material breach of obligations is committed (e.g. creation of fake profiles or placement of fake ads or placement of ads with illegal content) and if messe.rocks has a justified serious suspicion that an intentional or negligent breach of contract may have been committed.
- (2) For as long as the breach of contract does not entail any criminal liability, messe.rocks agrees to give the contracting party an opportunity to respond within three (3) days before blocking the account or content according to paragraph 1. Where the account or content is blocked immediately without the contracting party being given an opportunity to respond in advance, messe.rocks agrees to notify the contracting party without undue delay after blocking the account or content.
- (3) In case the account or content has been blocked according to paragraph 1, the contracting party will not have the right to create another user account or to publish blocked content again on the platform.
- (4) To the extent that messe.rocks becomes aware of or has a justified suspicion of third parties having made unauthorised use of the user account of a contracting party, messe.rocks has the right to block the user account so as to prevent unauthorised use by third parties. A third party accessing the contracting party's user account will be interpreted as unauthorised use by a third party. messe.rocks agrees to notify the contracting party of any such blocking of account and, at the same time, to give the contracting party an opportunity to have the user account unblocked.

again by selecting new log-in details. messe.rocks, however, will only unblock a blocked user account after it has been proven to messe.rocks that the risk of third parties making unauthorised use no longer exists. If and when in doubt, it will be the duty of the contracting party to make sure that the risk no longer exists and to provide evidence to messe.rocks of the contracting party having taken the necessary precautions.

Section 10 – Right to delete content

- (1) In the event of a failure of the contracting party, within a period of two weeks of messe.rocks blocking the user account or content according to section 9 paragraph 1 and messe.rocks requesting the provision of evidence of no breach of contract entitling messe.rocks to block the account or content having been committed, messe.rocks has the right to delete, with final effect, any content which may infringe upon any rights or be in violation of any laws. Final deletion of a user account after blocking of account, however, will be subject to notice of termination according to section 11.
- (2) messe.rocks has the right to delete, with irrevocable effect, a contracting party's user account and any associated content in case the contracting party has failed to log on to its user account for a period of at least a year and in case the contracting party has failed to respond to a reminder message sent by messe.rocks within due course or in case the e-mail address provided by the contracting party is no longer valid.

Section 11 – Term, notice of termination and deletion of user account

- (1) The contract for use of the platform with the contracting party will be entered into for an indefinite term; notice of termination thereof may be given by either party thereto without a period of notice having to be observed and without reasons for termination having to be stated; termination will take effect at the end of the month following notice of termination.
- (2) Ads will be published or matching services will be provided for as long as the potential employer does not take the ad offline through its user account. The ad will only go offline once potential employers have actually taken the ad offline, for instance via their user account.
- (3) The right to give ordinary notice according to section 11 paragraph 1 will not affect the right of the parties to terminate the contract by giving extraordinary notice of termination for cause.
- (4) messe.rocks, without limitation, has the right to give extraordinary notice for cause in any of the following cases:
 - a. a contracting party has breached its obligations according to sections 4 and 5, or not merely committed a trivial breach of its payment obligations, or committed any other serious breach of contract such as unauthorised use of the platform by fake profiles, for instance;
 - b. the contracting party, despite having been sent a warning letter, has failed to stop, but rather continued or repeated, a less serious breach of contract or failed to remedy, without undue delay, the consequential effect of any such breach of contract previously committed.
- (5) The written form requirements will have to be observed in case of notice of extraordinary termination. The written form requirement will be deemed to have been observed if notices are sent by e-mail. Ordinary notice may also be given by the contracting party using the respective function for deleting the user account.
- (6) In case of termination of contract, messe.rocks will delete, with irrevocable effect, upon expiry of the period of notice, the user account and any content posted.
- (7) Termination of the contract entered into by and between messe.rocks and the contracting party will not affect the validity of agreements made by and between the contracting parties.
- (8) The contracting party will not have the right to register for another user account with messe.rocks in case of extraordinary termination by messe.rocks or the contracting party.

Section 12 – Statutory liability for defects

- (1) messe.rocks agrees to put forth reasonable efforts to safeguard uninterrupted platform operations. However, messe.rocks may not be held liable for any events that are beyond messe.rocks' control. The contracting parties understand that it is not technically feasible for messe.rocks to ensure availability of the platform 24-7 with zero downtime or interruption. messe.rocks agrees to put forth reasonable efforts to ensure availability of the platform with as little interruptions and downtime as possible. However, the contracting parties do not have a legal right to demand availability of the platform around the clock.
- (2) Access to the platform may, for instance, be interrupted or limited or the platform may be temporarily unavailable for maintenance and capacity reasons or due to the occurrence of events which are beyond the control of messe.rocks.
- (3) As a general rule, messe.rocks will not check content and vacancies posted by contracting parties on the platform beforehand. messe.rocks therefore may not be held liable or responsible for the accuracy, correctness, reliability, up-to-dateness, adequacy and/or completeness of the information and vacancies presented via the platform.

Section 13 – Liability of messe.rocks

- (1) messe.rocks will only assume unlimited liability for any damage or loss caused with intent and/or gross negligence.
- (2) Subject to the statutory limitation of liability (e.g. same standard of care as to be employed in one's own affairs, exclusion of liability for trivial breach of contract), messe.rocks may in case of ordinary negligence only be held liable
 - a. where the loss or damage is a result of injury to life, body or health,
 - b. in case of claims arising out of or in connection with breach of a material contractual obligation the performance of which is deemed to form the very basis of performance of the contract and compliance with which the contracting party may generally rely on (essential duties inherent in the nature of the contract, *Kardinalpflicht*); in this case, the amount of liability will be limited to the claims foreseeable upon formation of contract and typical for the type of contract.
- (3) The limitation of liability under paragraph 2 above will also apply in case of breach of contract committed by individuals (also in their favour) to the extent that messe.rocks, under the provisions of the law, may be held liable. The limitation of liability may not be invoked, however, to the extent a defect was fraudulently concealed or a quality guarantee (*Beschaffenheitsgarantie*) was assumed and with respect to the contracting party's claims under the German Product Liability Act (*Produkthaftungsgesetz*).
- (4) messe.rocks may not be held liable for the loss of data insofar as any such loss is based on the contracting party's failure to create adequate data back-ups and to thus make sure that any data that may be lost may be recovered again with reasonable effort and at reasonable expense. To the extent the contracting party may be held responsible for the loss of data, messe.rocks will only be liable for the costs incurred for reproduction of data from the back-up copies to be created by the contracting party and for recovery of data that would have been lost even if data back-ups had duly been made.

Section 14 – Indemnification of messe.rocks

- (1) The contracting party agrees to indemnify messe.rocks and its staff or agents – on first demand – against any third-party claims asserted against messe.rocks by third parties for alleged or actual infringement of rights and/or infringement of third-party rights in connection with use of the platform made by the contracting party.
- (2) The contracting party undertakes to indemnify messe.rocks against any and all costs that messe.rocks may incur as a result of third parties asserting claims against messe.rocks for alleged or actual claims under paragraph 1 above. Indemnifiable costs also include reasonable costs of enforcement of rights or reasonable costs of defence of messe.rocks.

- (3) The contracting party has the duty to notify messe.rocks without undue delay of any claims asserted by third parties in connection with use of the platform which the contracting party may become aware of. messe.rocks has the right to take suitable action to defend itself against third-party claims or to enforce its rights. Contracting parties have the duty to coordinate in advance with messe.rocks any action they intend to take themselves.

Section 15 – Data protection

It is unavoidable for messe.rocks to collect, process and use personal data as the contracting party makes use of the platform. messe.rocks agrees to treat any and all data it may save and store with care and to exclusively process data and make use of data within the scope of the data subject's consent. messe.rocks agrees to only process and use personal data beyond that scope to the extent this is permitted by law.

The contracting parties will be informed of details of the nature and scope of use of data by messe.rocks in a privacy statement an up-to-date version of which is available at and may be downloaded at any time from www.herCAREER-Jobmatch.com/privacy_statement.

Section 16 – Changes in these GTC

- (1) messe.rocks has the right to change or supplement, with future effect, the terms and conditions of these General Terms and Conditions (GTC) at any time, without having to state a reason for any such change or supplement e.g. in case of technical modifications or enhanced, adapted or limited functions, if and in so far as the contracting parties may reasonably be expected to tolerate any such change or supplement.
- (2) messe.rocks agrees to notify the contracting party in textual form – as a minimum 30 days before any such change or supplement will take effect – of any changes in or supplements to these terms and conditions without the changed, modified or supplemented terms and conditions having to be sent individually or the revised version of terms and conditions having to be sent as a whole or other notice of changes having to be given. Rather, it will be deemed sufficient for messe.rocks to notify the contracting party of the fact that the GTC have changed or been supplemented. At the same time as notifying the contracting party of changes and supplements, messe.rocks agrees to send the contracting party a link taking the contracting party to and enabling it to inspect a revised version of the GTC.
- (3) To the extent the contracting party has not raised, in textual form, any objections against changes and/or supplements within a period of 14 days of notification of change or supplement, the contracting party will be deemed to have given its consent to the change or supplement taking effect; the contracting party will be specifically informed of this consequential effect in the notice of change or supplement.

Section 17 – Final clauses

- (1) The parties have not agreed any terms or conditions orally. The contract may only be changed, amended, terminated or cancelled in writing.
- (2) The validity of the remaining provisions will not be affected by individual clauses of these GTC being or becoming legally invalid. Rather, any invalid clause will be substituted by a valid clause which most closely reflects the commercial purpose of the invalid clause.
- (3) Substantive German law is the governing law for any rights and obligations the parties may have against each other.
- (4) To the extent the potential employer is a person who carries on a commercial business (*Kaufmann*), a legal entity under public law or a separate estate under public law (*öffentlich-rechtliches Sondervermögen*), Munich shall be deemed to be the place of jurisdiction for any and all disputes that may arise under contractual relationships between contracting parties and messe.rocks. This place of jurisdiction will also be deemed to apply with respect to any action messe.rocks may take against the potential employer for having acted as an agent without disposing of the required authority to act on behalf of the principal (*falsus procurator*).