

jobota
General Terms and Conditions
(As of: 01/10/2020)

Preamble

The "jobota" platform serves to establish contact between job seekers and potential employers, to initiate employment contracts and to provide employers with an information point for available employees. For this purpose, the platform especially offers job seekers the opportunity to upload their personal data (last name, first name, email address, desired job, CV). The platform is available as a website and app and offers a translation function to enable the parties to communicate in their national language (currently only German / Polish). In addition to free functions, the platform also offers features that are subject to fees, which are explained accordingly in these GTC.

Section 1 Scope

- (1) These General Terms and Conditions (GTC) contain the terms and conditions agreed between the platform operator

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hereinafter referred to as the "operator"

and the respective potential employee or employer ("user") for the use of the "jobota" platform.

- (2) These General Terms and Conditions apply exclusively; the operator does not recognise any terms and conditions of the user that conflict with or deviate from these General Terms and Conditions, unless their validity has been expressly agreed to in writing.
- (3) Amendments to the General Terms and Conditions will be made available to users in electronic form on the platform at least one month before they take effect. Users will be deemed to have accepted the amendments if they have not notified us of their rejection in text form before the announced date on which the amendments are to take effect.
- (4) If a user does not accept the General Terms and Conditions or their amendments, the operator reserves the right to deactivate or delete the corresponding account.

Section 2 User account; Registration

- (1) In order to use the platform as a job-seeking user, registration as an "employee" is required.
- (2) To use the function to view and write to employees, registration as an "employer" is required.

- (3) Users register by clicking on the respective buttons "Register as a job seeker" or "Register as an employer".
- (4) After clicking on the "Registration" button, the respective user must provide the personal data requested in the form that opens to the operator. When registering, users will be asked for their first name, last name, a valid email address and a password of their choice. The operator reserves the right at any time to make the creation of a user account subject to the provision of further personal data, if this is necessary for the effective operation of the platform.
- (5) When choosing a password, the user must observe the guidelines for assigning secure passwords in order to protect this password against misuse. The operator recommends a string of at least eight characters, consisting of upper and lower case letters and at least one number and one special character. The disclosure of the password to third parties is prohibited.
- (6) If there are indications that the user is responsible for the third-party use of access data, the operator reserves the right to take appropriate measures (deactivation or blocking of the account) as well as claims for damages against the user.
- (7) Following the successful transmission of the registration request, the user must follow the link sent to the email address they have provided to confirm the validity of the email address. In this process, the user is asked to enter an address and telephone number as well as a preferred region.
- (8) Further information on the collection, storage and processing of this personal data can be found in the operator's privacy policy (<https://www.jobota.com/en/privacy-policy>).
- (9) The user is obliged to provide complete and truthful information when registering. The operator reserves the right to deactivate or delete user accounts that have been created using obviously false information (so-called "fake accounts") at any time and without prior notice. The operator reserves the right to assert claims for damages and other claims resulting from untruthful information.

Section 3 Use of the platform

- (1) Successful registration establishes a user agreement between the user and the operator for the "jobota" platform, which grants the user access to the free functions of the operator's platform in accordance with these General Terms and Conditions.
- (2) Registration enables employers to search for and view employee profiles, and in particular to access data concerning users' last name, first name and gender, if applicable, photos (if uploaded) and the desired position. All files, with the exception of profile pictures, can only be uploaded in "PDF" format.
- (3) The free version of the platform allows employees to create a personal job profile, upload up to three references, select a job category, post a job advertisement and use the jobota communicator for internal messages to employers.
- (4) The paid "Unlimited Package" also allows employees (in addition to the functions provided in the free version) to use the functions presented in the overview of services on the website. This includes the functions to actively apply for jobs, see how many people/companies have already viewed the employee's profile, view all relevant jobs, upload an unlimited number of references, choose 3 job categories, create a verified profile for more profile views (subject to

the provision of the data and information requested during verification) and post multiple job ads.

- (5) The processing of the aforementioned data is permitted exclusively for the purposes of the platform. Further processing of the data or processing of the data for other purposes is not possible or is only possible with the prior consent of the respective person.
- (6) When uploading details and files, job seekers can decide whether or not the data can be viewed by potential employers.
- (7) On the employers' side, the operator also offers various usage packages, which may be subject to a fee - according to the presentation on the platform - and for which, in the event of a fee, the conditions stated in Section 4 apply. The following packages are offered, subsequent packages always include the functions of the preceding packages:
 - a. Starter Package
 - Up to **5** users
 - Price per user and per month
 - Post up to **10** simultaneous job offers per month
 - Access to all employee profiles on jobota via the search function.
 - Use of the job communicator
 - b. Enterprise Package
 - Up to **10** users
 - Price per user and per month
 - Post up to **50** simultaneous job offers per month
 - See which candidates have searched for/clicked on your profile
 - Filter for the employee search function
 - Mark candidates as favourites
 - Save up to 3 search reports
 - c. Unlimited Package
 - Up to **50** users
 - Price per user and per month
 - Post up to **100** simultaneous job offers per month
 - Store an unlimited number of search reports
 - Comment function
 - Display new candidates in the dashboard
 - d. More than 50 users
 - Individually agreed scope of use and user agreement!
- (8) The jobota communicator allows the parties to exchange messages with each other. It can only be used between the employer and the employee and is intended for the exchange of information and the preparation of further discussions. The parties are fully responsible for the contents they exchange. The operator is not an intermediary, it only provides the platform and has no influence on the messages exchanged between the parties.
- (9) In Section 4, the operator further clarifies the use of paid services and offers.
- (10) Users can access the contents they have published and their previous conversations with other users at any time via their user account.

- (11) The operator reserves the right to adapt, change, restrict or expand its range of free and paid offers as required, whereby paid offers will not be changed during the term of the agreement unless a (possibly premature) option to terminate the agreement is granted.
- (12) The users themselves are responsible for concluding contracts with each other via the operator's platform. The operator does not become part of any agreements made or to be made in the future between the users. Users are advised that a contract may be concluded with another user via the platform if the other party specifically offers the service and the price for it to the user and the user confirms the offer with a simple "yes". For this reason, users are encouraged to carefully review the service descriptions and offers of other users.
- (13) The user agreement does not establish a legal entity or other company between the operator and the user. Likewise, no employment relationship is established. Each party remains fully responsible for its own actions and tax matters.
- (14) Users are not entitled to designate themselves as a trading partner, commercial agent or otherwise authorised representative of the operator.

The operator endeavours to keep the platform and the associated services and functionalities available around the clock. Nevertheless, temporary connection interruptions, the necessity to install updates and improvements as well as other temporary technical restrictions regarding the availability of the site do not establish any claims against the operator.

Section 4 Paid offers; Payments

- (1) On the basis of the concluded user agreement, the operator offers the user additional services which are subject to fees.
- (2) Prior to each booking of a paid service, the operator expressly informs the user that these services are subject to a fee and of the amount of the fee. By clicking on the "Book now" button, a purchase contract for these additional services is concluded between the user and the operator.
- (3) The prices stipulated by the operator in connection with these additional services are in euros and include the statutory value added tax applicable at the time of booking. The prices at the time of booking apply.
- (4) If the user books a paid additional service, the fee is due immediately and the user can settle it using the means of payment accepted by the operator. The accepted means of payment are displayed to the user on the booking page. Other means of payment are not accepted.
- (5) If the purchase price for the booked additional service is not received by the operator within the statutory or specified deadlines or if the payment fails in any other way due to the user's culpable behaviour (initiated chargeback, insufficient account coverage, etc.), the operator is entitled to withdraw from the purchase contract. At the time of withdrawal, the user loses their entitlement to the agreed additional services. The user is entitled to restart the booking process at a later date.
- (6) If the booking of additional services fails repeatedly, the operator expressly reserves the right to no longer offer the respective user paid additional services.
- (7) The duration of the paid offers is specified in the offer on the website. Monthly contracts can be cancelled to the end of each month with one week's notice, annual contracts must be

cancelled at least 1 month before the end of the contract period, otherwise the contract period will be extended accordingly by another interval. Deviating regulations on websites and in offers of the operator take precedence over these regulations. Notice of cancellation may be issued in simple electronic form. When a cancellation takes effect, the user's ability to use the service is restricted accordingly. Marked offers and contents, certain searches etc. can be restricted as a result of the cancellation; in this respect, there is no longer any entitlement to the functions and contents from the paid profiles as soon as a restriction occurs.

- (8) Consumers are informed in these General Terms and Conditions of the right of withdrawal to which they may be entitled, in particular in connection with paid offers.
- (9) The cancellation options and deadlines for the existing profile are set out in the corresponding provision in these GTC.

Section 5 Rights of use regarding contents

- (1) By uploading contents to the platform, the respective user transfers rights of use to the texts, images, videos and or other contents they upload to the operator. The operator is entitled to embed these contents in the context of the platform as well as the .
- (2) The user is responsible for ensuring that they may use the contents they upload that are protected by copyright and/or trademark law - in particular texts, images and videos - for the purposes of the operator. The user transfers these rights to the operator for the execution of the user agreement. In the event of infringements and resulting claims by third parties, the user shall be liable and shall indemnify the operator against any claims by third parties at first request.
- (3) The contents uploaded by users are not checked by the operator and are deleted at the first request of third parties in the case of justified suspicion of legal violations. For a renewed activation, the user is obliged to clearly clarify the legal situation at the request of the operator. Otherwise, the contents remain blocked or deleted.
- (4) By registering on the operator's platform, the user assures that they are entitled to grant the contractual rights of use to the works mentioned in Subsection 1.
- (5) The transfer of the rights of use in accordance with the previous subsections is simple and unlimited in time and territory. There is no transfer and granting of further rights of use to or by third parties by the operator. The operator has the right to edit the submitted texts, pictures and videos of the users. The use by other users is limited to the purposes of the platform as stated in these GTC. Further rights of use are to be clarified between the parties and may also result from data protection laws.
- (6) These rights of use are granted for all types of use known at the time of registration and conclusion of the user agreement.
- (7) The transfer of the rights of use is mandatory for the conclusion of the user agreement and the publication of orders or service descriptions. The user will not receive any compensation.

Section 6 Rights and obligations of the user

- (1) The user undertakes to provide truthful information when posting contents and communicating information.
- (2) Company profiles must have a valid legal notice.
- (3) The user acknowledges that the intentional or negligent transmission of illegal contents or contents that are likely to harm the operator or other users in a financial, software or defamatory manner may be rejected by the operator without giving reasons. In the event of the repeated transmission of such contents or in especially serious cases, the operator reserves the right to exclude the user from further access to the platform and to deactivate or delete the user account. The operator reserves the right to assert claims for injunctive relief and/or damages.
- (4) When transmitting contents, the user must refrain from the following actions:
 - a. posting, distributing, offering and advertising pornographic contents, services and/or products that violate the laws for the protection of minors, data protection laws, the rights of third parties (trademark rights, copyrights, design rights, etc.) and/or other rights and/or are fraudulent;
 - b. publishing and making available contents that insult or defame other users or third parties.
 - c. posting, publishing, offering or soliciting services in violation of laws against illegal employment. This also includes preparatory acts aimed at the performance of such services.
- (5) In addition, the user undertakes to refrain from the following activities when publishing orders and service descriptions and otherwise using the platform:
 - a. sending junk and/or spam links and chain letters;
 - b. spreading viruses, Trojans or similar harmful files;
 - c. communicating lewd, offensive, sexually explicit, obscene or defamatory contents and communicating any contents that are likely to promote or support racism, bigotry, hatred, physical violence or any other illegal activity (explicitly or implicitly);
 - d. requesting the operator, other users or third parties to disclose passwords or other personal data and to use them for commercial or illegal purposes.
- (6) With regard to contracts concluded via the platform, users have the possibility of evaluating the performance of the contractual partner after the order has been executed. This serves to create a first impression for other users regarding the reliability, trustworthiness and quality of the contractual partner. Users undertake towards the operator to give evaluations of other users in a factual and truthful manner. The operator reserves the right to check these evaluations and is entitled to remove evaluations that are demonstrably untrue, otherwise inaccurate or unobjective. In case of the repeated submission of such evaluations, the operator is entitled to take further measures, e.g. deactivation of the evaluation function or - in especially serious cases - deactivation of the user account.

Section 7 End of the user agreement; Termination

- (1) The user agreement concluded between the user and the operator is concluded for an indefinite period of time. It may be terminated by the user at any time without giving reasons. This requires a brief notification in text form. Termination is implied if the user deletes the corresponding user account.

- (2) After the termination or deletion of the user account by the operator, the user's existing access to the functions of the operator's platform is deactivated and cannot be restored.
- (3) The operator points out that the termination of the user agreement or any other deactivation of the user account has no effect on any contracts for work, services or other contracts already concluded with other users of the platform. The user remains bound to these contracts regardless of the existence of the user agreement with the operator. It is the user's responsibility to create and keep their own backup of contract texts and conversations with other users.
- (4) Both parties reserve the right to extraordinary termination. This applies especially in the event of culpable infringement of these General Terms and Conditions or of applicable laws.

Section 8 Right of withdrawal for consumers

Insofar as the user is a consumer as defined in Section 13 German Civil Code (BGB), they are entitled to a legal right of withdrawal.

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise your right of withdrawal you must send us

myprofi24 GmbH i.G.
An St. Albertus Magnus 29
45136 Essen
info@mega-connect.de

by means of a clear declaration (e.g. a letter sent by post, fax or email) of your decision to withdraw from this contract. You can use the attached sample withdrawal form, which is not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification that you are exercising your right of withdrawal before the expiry of the withdrawal period.

Sample withdrawal form

(If you wish to withdraw from the contract, please fill in and return this form)

- To
myprofi24 GmbH i.G.
An St. Albertus Magnus 29
45136 Essen
info@mega-connect.de
- I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)

- Address of the consumer(s)
- Signature of the consumer(s) (only in the case of notification on paper)
- Date

(* Delete as applicable.

Consequences of withdrawal

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this refund, we use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this refund.

Note on the premature expiry of the right of withdrawal

In the case of a contract for the provision of services, the right of withdrawal also expires if the entrepreneur has fully performed the service and has only started to perform the service after the consumer has given their express consent and at the same time confirmed their knowledge that they will lose their right of withdrawal upon full performance of the contract by the entrepreneur.

Section 9 Release from liability; Warranty

- (1) The user is responsible for all actions they take in connection with the use of the operator's platform, in particular for the transmission of contents and the conclusion of service contracts, contracts for work and services and other contracts with other users.
- (2) The user releases the operator from all claims asserted by third parties against the operator due to a violation by the user of legal regulations, rights of third parties (in particular trademark rights, copyrights and personal rights) or against contractual obligations, assurances or guarantees, including the costs of any necessary legal defence (lawyer's fees and court costs in the amount stipulated by law) at first request.
- (3) In the event of a claim, the user undertakes to cooperate immediately and fully in the clarification of the facts and to provide the operator with the necessary information without delay and in an appropriate manner.
- (4) The operator is liable without limitation for all damages caused by the operator in case of intent or gross negligence. In the event of slight negligence, the operator is liable without limitation in the event of injury to life, limb or health. Apart from that, the operator is only liable if an essential contractual obligation has been violated. Essential contractual obligations are obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the user may regularly rely. In these cases, the liability of the operator is limited to the compensation of the foreseeable, typically occurring damage.
- (5) Insofar as the liability of the operator is excluded or limited in accordance with the aforementioned provisions, this shall also apply to its vicarious agents.

- (6) Any liability under the German Product Liability Act remains unaffected by the aforementioned limitations of liability.
- (7) Warranty rights are determined in accordance with the applicable and valid law.

Section 10 Data protection

- (1) The operator ensures that the user's personal data is only collected, stored and processed insofar as this is necessary for the contractual provision of services and is permitted by legal regulations or ordered by the legislator.
- (2) In the event that a declaration of consent under data protection law is obtained from the user in connection with the use of the operator's services, the operator points out that this consent can be revoked at any time with effect for the future.
- (3) The data collected in accordance with Sections 2 and 4 of these General Terms and Conditions will be stored exclusively for the purpose of processing and only until the termination of the contractual relationship, plus 3 years (due to the regular statutory period of limitation), unless further storage is required for legal reasons.
- (4) For the user, various rights arise from the General Data Protection Regulation (GDPR), including claims to information about the stored data, correction and erasure of the data, as well as the right to lodge a complaint with the competent supervisory authority. However, claims to erasure only exist in the case of an interest in erasure that outweighs the legitimate interest in the use of this data in accordance with Art. 6 (1) f GDPR or if the data is no longer required for contractual processing in accordance with Art. 6 (1) a and b GDPR (Art. 17 (3) GDPR). The aforementioned rights arise, inter alia, from Articles 6, 7, 15, 16, 17, 18, 20, 21, and 77 of the GDPR.
- (5) The controller is myprofi24 GmbH i.G.. The operator provides further information on data protection in the privacy policy on the website under <https://www.jobota.com/en/privacy-policy>.

Section 11 Final provisions

- (1) The contractual language is German.
- (2) Amendments or supplements to these General Terms and Conditions must be made in text form and confirmed by both parties. This also applies to the waiver of the text form requirement.
- (3) The place of jurisdiction and performance is the registered office of the platform operator. This shall only apply if the customer is a merchant, a legal entity under public law or a special fund under public law or if the user does not have a registered office or usual place of residence in the Federal Republic of Germany when legal action is brought.
- (4) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the customer has their habitual residence as a consumer, remain unaffected.

Section 12 Out-of-court dispute resolution

- (1) The European Commission provides an internet platform for the out-of-court settlement of consumer disputes arising from online sales contracts and online service contracts under <http://ec.europa.eu/consumers/odr>.
- (2) The operator is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board within the meaning of the German Consumer Dispute Resolution Act.