

## GENERAL TERMS AND CONDITIONS

General terms and conditions of the Jobzippers (hereinafter "Jobzippers") and Stipendia (hereinafter "Stipendia") portals, products of HR Matching AG.

### 1. Area of application

(1) The first section of these general terms and conditions ("GTC") applies for all contracts between HR Matching AG (hereinafter "HRM", "we" or "us"), headquartered in Zug, Switzerland and its respective client ("Client").

(2) The second section of these GTC applies for other users of the service (students, graduates, university employees, alumni, foundations, and partners).

(3) These AGB shall apply exclusively. We object to any contrary or deviating general terms and conditions of Client even now. They shall only become part of the contract if we have expressly agreed to their application in advance.

## I. Cooperation between HR Matching AG and Client

### 2. Contractual object

(1) Among others, we provide our Clients with recruiting products and services according to our performance descriptions via the internet platforms [www.jobzippers.com](http://www.jobzippers.com), [www.jobzippers.de](http://www.jobzippers.de), [www.jobzippers.at](http://www.jobzippers.at), [www.jobzippers.ch](http://www.jobzippers.ch), [www.jobzippers.it](http://www.jobzippers.it), [www.jobzippers.net](http://www.jobzippers.net), [www.jobzippers.eu](http://www.jobzippers.eu), [www.jobzippers.org](http://www.jobzippers.org), [www.jobzippers.info](http://www.jobzippers.info), [www.stipendia.de](http://www.stipendia.de), [www.stipendia.at](http://www.stipendia.at), [www.stipendia.ch](http://www.stipendia.ch), [www.stipendia.net](http://www.stipendia.net) and [www.stipendia.org](http://www.stipendia.org) operated by us. In particular, we offer our clients the following services:

- a. Generation of a company portrait with text, video, images, links, employee profiles, social networks and other information on the company
- b. Generation and/or presentation of advertisements/jobs/internships/study papers or banners of a job provider or online advertiser on our websites
- c. Access options for our CV database
- d. Entry of events in the event calendars on our websites
- e. Organisation of events at our partner universities
- f. Publication of scholarships on our websites
- g. Authoring emails to be sent to a specific target group
- h. CV Screening, CV Matching and CV Headhunting

(2) We additionally enable our clients to make use of other services (profiles, logos, text and logo links, prominent presentations, production and publication of company videos, various sponsoring products, links, technical solutions, etc.) according to separate agreements.

### 3. Entering into the Contract

The contract shall be entered into when we confirm the order in writing or by email or if the order is performed by us. Written form shall be complied with by submission of a fax or email.

### 4. Copyright

(1) This contract shall not comprise transfer of property or usage rights, licenses or other rights in the software to the client. All rights in the protected software, trademarks, titles, brands and copyrights and other industrial property rights of Jobzippers or Stipendia shall remain with us without limitation. This shall only exclude such work results and information published by us that were generated by Client or a third party and assumed for publication by us unchanged.

(2) Client shall assume the sole press, competitive and other responsibility for the contents delivered by him and intended for publication. Upon placing the order, Client confirms that he has procured any and all usage rights required for online publication from the holder of copyright and other rights in the documents and data provided by him or that he can freely dispose of them.

## **5. Client's Obligations**

(1) Client warrants that he only publishes information corresponding to the facts in his advertisements and that he complies with the statutory stipulations and in particular with the Federal law on equal treatment of men and women.

(2) We reserve the right not to perform orders placed by Client due to their content, origin or technical form based on consistent, factually justified principles. This shall apply particularly if the content violates any statutory or authority prohibitions, is abusive or contrary to good morals or if publication is not reasonable for any other reasons

(3) Where Client delivers advertising material in HTML format in the scope of service posting and server reconciliation the following conditions must be met to warrant smooth and timely assumption: HRM accepts standard (W3C) compliant HTML compatible with the common internet browsers (Internet Explorer, Mozilla) in their current versions. Use of iFrames or framesets is not permissible, and neither is the use of scripts (Javascript) that reload contents from an external resource during the runtime for the advertisement. The appearance of HTML-elements, e.g. BODY, TABLE, DIV must not be manipulated with HTML attributes (e.g. bgcolor). Instead, formatting must be performed with cascading style sheets (CSS).

(4) We also reserve the right to remove service elements already published online if the contents to be published violate statutory stipulations, authority prohibitions, third-party rights or good manners or if publication is otherwise unreasonable ("impermissible content"). The same shall apply if links to performance elements are set at the customer's order that directly or indirectly lead to pages with impermissible content. We have the right to remove such content from the offer without previous complaint to Client. Client shall be informed of such measure without delay. This shall not give rise to any compensation claim of Client.

(5) Client shall indemnify us against any claims asserted against us by third parties due to impermissible content or other violation of laws for which Client is responsible on first request. Indemnification shall also include reimbursement for the required legal costs.

(6) Sending contact messages to the job searchers in the scope of access to the job searcher database is not permitted if doubtful content is sent, in case of violation against good manners or where permitting the procedure is otherwise unreasonable for us. Use of the database for any other purpose than that of initiating concrete employment or working relationships regarding actually available positions is impermissible. Placing hyperlinks ("deep links") or using the Database in any other manner than by the functions provided by us is impermissible and shall justify our immediate removal of access. Client represents that he will comply with all provisions of data and privacy protection. If Client makes any use of our services contrary to the contract, data or privacy protection, we shall have the right to cease rendering of the services by removing access and we reserve the right to remove the content in violation of the contract and law from the offer without previous complaint. Client shall be informed of such measure without delay. No claim to reimbursement for Client shall arise from this.

## **6. Placement of Advertisements**

(1) We publish company portraits, job ads, events and advertising banners online in the name of Client. The service description in our GTC shall apply.

(2) Placement of banner ads shall be at our discretion within the contractually agreed scope; we shall consider Client's interests in this. We reserve the right to reject placement or to terminate it at any time.

(3) If client desires publication of an advertisement on any foreign website and orders this, this publication shall be subject to the respectively applicable general terms and conditions of the local website. Client confirms that he has taken note of them.

### **6.1 Contents and Rights in Advertisements**

(1) Client shall be solely responsible for the content and in particular for the correctness and legal permissibility, of any text and image documents provided for placement of the advertisements. We shall not be obliged to verify the advertisement for impairment of third-party rights. Client shall indemnify us against any third-party claims arising against us in any manner from performance of the

advertising order. Active direct linking to external career websites, job offers and applicant forms shall only be permissible after separate contractual agreement.

(2) If any protected brand rights are used in the scope of publication of the advertisement, permission for their use is hereby granted. Client warrants that he has the right to grant this permission.

(3) We procure the sole copyright and/or other rights in the advertisements generated and published by us. Payment of the compensation by the client, among others for generation of the HTML layout by us, shall not be connected with any assignment of copyright and/or any other rights to Client or the agency working for him unless something deviating was agreed in writing. If the advertisement published by us was generated by Client himself or an agency working for him – including the HTML source text - Client hereby grants us the exclusive usage rights for using the advertisement regarding any usage type connected to publication of the advertisement; the above para. 2 sentence 2 shall apply mutatis mutandis. In particular, we are hereby authorised to defend against any illegal violations of copyright by third parties in the scope of publication in our own name and to claim resulting damages.

### **6.2 Commencement of Publication**

Publication shall commence at the time agreed on with Client in writing. If no time has been agreed on in this manner, publication shall be without delay after entering into the advertisement contract. Client shall be responsible for the complete delivery of proper, suitable advertising material. This shall be no later than three working days before any placement commencement agreed in the sense of sentence 1. Delays caused by the content of the advertisement text provided by Client, no matter whether due to content or technical reasons, shall generally be deemed due to our fault.

### **6.3 Place of Publication, Linking/Framing**

(1) Client shall pay compensation for publication of the advertisement on our websites and in the scope of cooperations on the platforms of the cooperation partners of Jobzippers or Stipendia. Therefore, client has a claim to publication pursuant to sentence 1 during the term of the contract.

(2) Additionally, we shall have the right to also disseminate the advertisement otherwise, in particular also in print media, on trade fairs, per fax on call or by phone. We shall also have the right but not the obligation to publish the advertisement in any print or online medium determined at our free discretion (or to have it published by a third party). These shall be additional and voluntary services by us for which no added costs arise for Client.

(3) Client is informed that the current state of the art does not permit full prevention of advertisements published on our websites to be copied, linked-to and/or additionally published masked as their own offer by use of frames by any other online providers. We will strive to prevent copying, linking and/or framing in the above sense in the scope of the technically and legally feasible. Client even now grants us any agreement possibly required for this. Client shall not be due any claims against us if any unauthorised linking and/or framing takes place nevertheless.

### **6.4 Changes to the Advertising Text**

(1) Job offers: On request of Client, we shall perform changes to the advertisement generated by us for client during the publication period once if this is reasonable for us technically and regarding the content. Any changes regarding the identity of the job advertisement that would lead to the original job offered being replaced by a different one, are excluded. Any other changes shall be subject to invoicing of the costs depending on expenses. We shall perform them only after receipt of the corresponding confirmation (in writing or by email) of Client.

(2) Slots: Client shall have the right to make any changes to the advertisement generated by us.

### **6.5 Complaint for Defects**

In commercial transactions, Client shall verify the placed advertisement without delay after initial placement and enter a complaint about any defects without delay. The period for complaints shall be 10 days where permissible by law. The period for complaints in commercial transaction shall commence with placement of the advertisement in case of obvious defects, and with discovery in case of concealed defects. If Client does not enter a complaint, placement of the advertisement shall be deemed accepted without defects. Client's claims due to defects shall, in any case and where permissible by law, expire one year after placement of the advertisement. Otherwise, the statutory expiration periods apply.

## **6.6 Retention of Documents – Archiving of Advertisements**

(1) Any templates provided by Client for Advertisement generation are to be returned by us only upon special written request by Client. The obligation to retention shall end three months after termination of the advertisement contract.

(2) We shall not be obligated to retain the advertisement placed after termination of the advertisement contract.

## **7. CV Database**

(1) Access to the CV database is only permitted to Client and his designated employees. In handling personal applicant data, Client shall comply with any data-privacy provisions. We reserve the right to remove access to the CV database in case of violation. This shall not give rise to any compensation claim of Client.

(2) Use of the CV database shall only be permissible for personal use. Any forwarding of the usage option to third parties shall be prohibited unless separately agreed. This shall in particular include commercial processing of the CVs without the explicit agreement of Jobzippers or Stipendia, or the candidates respectively. Placing hyperlinks ("deep links") or use of the database in any other manner than through the functions provided shall be impermissible and justify immediate removal of the access. To enable all of our customers to work securely and efficiently, Jobzippers reserves the right to limit the scope of data (including CV views) called by Client. Adjusting this limitation if required shall be subject to the discretion of Jobzippers.

(3) The applicants' information shall only be provided by them, so that Jobzippers is unable to warrant their completeness, correctness, care or availability. We also do not warrant a specific number of responses.

(4) Access to our CV database by companies competing with us is generally impermissible if performed for the purpose of enticing away customers and shall authorise us to assert injunctions in court even without previous complaint. In this case, Client commits to assuming the costs of the proceedings even in case of judgement by confession. In any case, access for the above users shall be removed without delay and without previous complaint.

(5) Access to our CV database for any other purposes than to initiate a fixed employment regarding concretely present jobs shall be excluded. Any violation shall authorise us to immediate removal of access without previous complaint against Client. Client shall be informed without delay of such measure. Client shall not be due any claim to compensation from this.

## **8. Company Videos (Webcast)**

(1) We enable Client to produce and publish company videos on our pages. Publication of the company videos shall take place in a player specified by us (Flash-Video .flv). Where Client provides content himself, he transfers such rights to HRM at the required scope, warrants that he is the owner or authorised party for the rights used there and indemnifies HRM against any claims due to violation of third-party rights in this respect.

(2) Where Client provides his own film material, this must be provided according to the technical specifications of Jobzippers or Stipendia. The technical file quality is subject to the sole responsibility of Client.

(3) We are not obligated to review film material before publication. We reserve the right to reject film material provided by the client due to its material, origin, content, technical quality or on factually justified principles, in particular if their content violates our interests. The provided film material must not violate applicable law, the principles for youth protection or any other press, advertising or competition provisions.

(4) Client represents that he has all copyrights and other rights required for use of the film material and that he is authorised to grant the usage rights to HRM according to this contract. Client warrants that the company video does not violate any legal, and in particular competitive, provisions and/or specific advertising laws/directives and/or principles. Client shall indemnify HRM against any claims asserted by third parties against HRM due to violation of third-party rights or violation of legal provisions in connection with publication of the company video provided by Client. HRM shall also have the right, as

far as legally permissible, to rescission of the contract in case of violation of law by the contracting partner or to extraordinary termination of the contract. The indemnification shall also include the required legal costs.

### **9. Event Calendar**

(1) We enable Client to enter events in our calendar if they are connected to the subject of career. Client warrants that the content of these events does not violate any legal and in particular competitive provisions and/or special competitive laws/directives and/or principles. Client shall indemnify HRM against any claims third parties may assert against HRM due to violation of third party rights or any violation of legal provisions in connection with publication of the event provided by Client. HRM shall also have the right to rescission of the contract or extraordinary termination of the contract. Indemnification shall include the required lawyers' and legal fees.

(2) We enable Client to organise events at our partner universities if they are connected to the subject of career. Client warrants that the content of these events does not violate any legal and in particular competitive provisions and/or specific competitive law/directives and/or principles. There shall not be any obligation for HRM before a written agreement with the university has been made. Thus, HRM has the right where legally permissible to rescission of the contract or extraordinary termination of the contract in case of violation of the law by the contracting partner.

### **10. Publication of Scholarships**

We enable Client to use the HRM portals to assign scholarships, prizes and awards to students and graduates. HRM reserves the right to not permit individual scholarships if they appear unsuitable in any manner.

### **11. Target Emails**

We enable Client to use the HRM portals to send targeted emails to registered students. These emails must only include career-relevant content. Client warrants that the content of these emails does not violate any legal, and in particular any competitive provisions and/or special competitive laws/directives and/or principles. HRM shall have the right, where permissible by law, to rescission of the contract or extraordinary termination if the contracting partner violates the law.

### **12. Company Portrait**

(1) We enable Client to present his own company on Jobzippers or Stipendia in the form of a company portrait. We offer several different portrait styles: Basic, Standard and Premium. This portrait consists of text and logo, hyperlinks to the company website, links to social media channels of the company, short profiles of employees and HR-officers, links to jobs and career events, corporate news feed, company video and photos.

(2) Client warrants that the content of this portrait does not violate any legal and in particular competitive provisions and/or special competitive laws/directives and/or principles. HRM shall have the right, where permissible by law, to rescission of the contract or extraordinary termination if the contracting partner violates the law.

(3) HRM does not assume any legal responsibility for content written in the discussion forum by students and graduates. Client shall have the right to inform HRM of any inappropriate content in the discussion forum and to ask for removal of such content.

### **13. Order, Compensation, Default**

(1) Subject to different agreements in writing, Client shall pay to us compensation for his orders according to the price list available online via the domains of Jobzippers and Stipendia, plus the valid statutory VAT, which shall be adjusted if changed. The price list published online by us at the time of receipt of Client's request shall be relevant.

(2) Orders can be placed either online via the web shop or directly by entering into the contract including signature.

(3) The invoice shall be generated by us without delay and submitted to Client. The invoice shall be payable without deductions at once upon receipt within 30 days. We reserve the right to only perform services against advance payment in individual cases.

(4) As of occurrence of default or deferral, interest amounting to no more than 15% above the respective applicable base interest rate, plus statutory VAT, shall be invoiced where permissible by law.

(5) Settlement of counterclaims by Client is excluded.

(6) If Client enters default with payment of the invoice, we shall have the right to temporarily cease the contractual obligations to perform orders and provide any services until due invoice amounts are paid completely. The publication time of advertisements or access time to the CV database does not extend by this. We shall also have the right to demand prepayment as a condition for rendering services for any subsequent orders and to declare the entire amount invoiced due without requiring any separate reminder if payment of an agreed instalment is overdue by more than 2 weeks.

#### **14. Term of the Contract and Termination of the Contract**

(1) Client and HRM shall have the right to terminate free-of-charge membership at any time without stating any reasons. Termination shall be by email.

(2) Membership subject to charge shall initially be for the booking period chosen by Client. Then the membership shall extend by extension periods of the same duration from time to time unless terminated in time by Client or HRM. Client and HRM shall have the right to terminate the membership subject to charge without stating any reasons with a period of thirty (30) working days at the end of the booking period or then at the end of each extension period. Termination shall be by letter to HRM. The date shall be the date of the postal stamp.

(3) Cancellations of any type can only be accepted if they are received by HRM in writing no later than three months before the publication date.

#### **15. Confidentiality, Data Privacy**

(1) The contracting partners commit to keeping any information and data they receive from the contracting partner in connection with performance of this contract confidential and to not make them accessible to any third party where and as long as this information

- a. is not generally accessible and has not become so or
- b. has not been disclosed to the recipient by a third party authorised to this without obligation to confidential treatment, or
- c. is not documented to have been known to the contracting partner before the date of receipt already. The obligation extends beyond termination of the contract. Third parties do not include any affiliated companies of the respective partner or companies charged by the partner with performance of the contract if they are committed to secrecy accordingly.

(2) If one of the contracting partners notices that any information subject to confidentiality has come into the possession of a third party or that a document to be kept confidential has gotten lost, he shall inform the other contracting partner of this without delay.

(3) Client is hereby informed that we store his personal data in machine-readable form and that we machine-process them for contractual purposes.

#### **16. Warranty Regarding Access to Our Data**

(1) We merely provide Client with the option of accessing our services. We do not assume any guarantee for correctness of the data included in our services by our applicants.

(2) We only warrant best availability of data according to the respective common technical standard. Client is, however, aware that the state of the art does not permit creation of a programme entirely free of error and that it is possible that our data and services are not available at all times without any fault of our own. In particular, we shall not be responsible for any cases in which our services are not available,

- due to use of unsuitable display software and/or -hardware (e.g. Browser) or
- due to interference with the communications networks of other operators or
- due to computer outage at an internet access provider or an online service or
- due to incomplete and/or not up to date offer on so-called proxy servers (interim storage) of commercial and non-commercial providers and online services or
- due to outage of the ad servers of no more than 24 hours (continued or added) within 30 days after commencement of the contractually agreed placement.

(3) If ads are placed, however, Client shall have a claim to extension of the placement of his advertisement in the cases named above in para. 2 for the duration of the outage.

(4) In case of defective display of the job advertisement due to our fault, Client shall have a claim to proper replacement advertisement, but only at the scope at which the purpose of the advertisement was impaired. If we are not willing or able to do this, if it is delayed beyond appropriate periods for reasons due to our fault or if placement of a replacement advertisement fails otherwise, Client shall, at his discretion and as permissible by law have the right to claim rescission of the contract or reduction of the advertisement price.

#### **17. Links**

The pages of Jobzippers and Stipendia contain links to other websites. We assume no responsibility for data privacy practices or the content of these websites. The provider of the linked-to page shall be solely responsible for any illegal, defective or incomplete content and in particular for any damage resulting from the use of linked-to information.

#### **18. Liability**

(1) Liability of us, our representatives or servants for damages, in particular due to impermissible action and violation of obligations from the obligation shall be excluded where permissible by law. This shall not apply in cases of intent or gross negligence, due to violation of life, body or health, due to guarantee of freeness from a defect or violation of essential contractual obligations.

(2) Where there is no wilful intent, gross negligence or violation of life, body, health or guarantee of freeness from defects, damages for violation of essential contractual obligations shall be limited to the foreseeable damage typical for the contract where permissible by law.

(3) We shall also be liable without limitation according to the provisions of the Federal Product Liability Act.

(4) We shall not be liable for establishing contact with job searchers or for any minimum number or minimum quality of applications, as well as for investments made by customers in the scope of the offer or entering of the contract, e.g. trusting in a minimum number of applicants. We shall not be liable for the correctness of the data published by us on the instruction of job offerers and applicants and the factual statements contained in this data.

(5) No change of the burden of proof to the detriment of the orderer shall be connected to the above provisions.

#### **19. Miscellaneous**

(1) Place of performance shall be Zürich.

(2) As far as permissible by law, the courts relevant for Zürich shall have exclusive jurisdiction over any disputes resulting from this contract or connected to it (namely regarding validity, entering into it, bindingness, interpretation, performance or non-performance).

(3) Side agreements, modifications and amendments shall require written form to be valid; this shall in particular apply for revocation of this provision as well. We reserve the right to modify these AGB unilaterally at any time and without stating reasons. The users will be informed of such modification in advance.

(4) Any legal relationships between the contracting partners shall be subject to Swiss law where permissible by law.

(5) If any of the above provisions is invalid, this shall not affect the validity of the remaining provisions. The invalid clause shall then be amicably replaced by such provision that comes as close as possible to the invalid clause economically and by its intention.

(6) The party's rights under this contract must only be assigned with previous written consent of the other party where permissible by law.

## **II. Data Privacy Statement for University Students, Graduates and Employees**

### **Preface**

Data privacy is important for HRM and our customers. Therefore, we would like to explain to you in the following how HRM handles your personal data as an amendment to the general usage conditions:

### **1. Application for Personal Data**

(1) Personal data shall be personal or factual data on a specific or determinable person. This shall include data like name, address, phone number, email, but also usage data like user name and password to log on to the Jobzippers and Stipendia pages. Every person shall be free to enter additional information. These principles shall apply for natural persons and legal entities alike. Every person will be informed on the purpose of data submission in advance.

(2) I agree that HRM collects, processes and uses my personal information for the purpose of founding, performing and executing by usage of the services offered on Jobzippers and Stipendia. The office relevant for the applicable data privacy provisions shall be HR Matching AG, Chemin de la Raye 13, 1024 Ecublens (Switzerland).

(3) During any visit, your connection data (date, time, web browser, operating system, website or origin from which you came to our pages) are saved on our servers for system safety and improvement purposes. We also use Google Analytics to examine user behaviour on our websites and to warrant continual improvement of our services.

(4) If there are any requests from companies regarding your profile and requests for contact information, your data will only be submitted after your agreement unless you have uploaded the CV as a PDF including direct contact details.

(5) Note that external persons (companies) may be able to view and collect personal information from the generally accessible area of our websites. HRM cannot control this.

(6) HRM does not assume any responsibility regarding use of your information voluntarily submitted to third parties.

(7) I agree that HRM assesses and analyses the data stored in the log files to continually improve the platforms. This includes the personalised content recommendations.

### **2. Information, Correction and Deletion of Personal Information**

The customer has the right to demand information on which of his data are processed. Every customer also has the right to demand correction, updating and deletion of his personal data. For this purpose, send an email to: [info@jobzippers.com](mailto:info@jobzippers.com).

### **3. Information on Jobzippers and Stipendia**

HRM offers users of its portals information on new offers and news on products and services. During registration, you can therefore indicate whether you want to use this service. This setting can also be changed subsequently on the settings page. With your consent, you permit HRM to send notifications and messages to the email address indicated during registration or via the message service.

### **4. Newsletter**

At initial registration with Jobzippers and Stipendia, the user can decide to subscribe to the free monthly newsletter or not.

Subscription or unsubscription to the newsletter is possible at any later time in the settings. Unsubscription is possible either in the settings or directly in the newsletter.

### **5. Use of Cookies**

Cookies are alphanumeric identifiers that can be stored permanently or temporarily. They designate information a web server sends to a browser and are generated on the user's side by Javascript.

I hereby agree to use of cookies by HRM to collect my usage data, process and use them to make the platform user-friendly and –oriented, as well as safe and efficient. For example, the user can store the data requested for authentication upon login so that they do not have to be entered again the next time. Furthermore, cookies can be used for a personal welcome message on the platforms of HRM and for person-related provision and application.

By agreeing to the above data privacy statement, you agree that HRM processes and uses your personal information under compliance with the applicable statutory provisions (in particular the data privacy laws).

#### **6. Safety**

(1) Personal information is stored in a secure operating environment not accessible to the public. E-Mails sent to [info@jobzippers.com](mailto:info@jobzippers.com) may be viewed by third parties. Therefore, confidential information should be submitted by mail only.

(2) The login process for university students, graduates and employees takes place via AAI technology in addition to the general login and Facebook Connect. Their respective usage conditions and data privacy provisions apply for use of the login. At the same time, we reserve the right to invite individual persons not related to universities to the network.

#### **7. Changes of the Privacy Statement and More Information**

HRM reserves the right to modify this data privacy statement and these usage conditions at any time unilaterally without indicating reasons. The users are informed of modification in advance.

If you have any questions on the data privacy statement of Jobzippers and Stipendia, contact us by email to [info@hrmatching.com](mailto:info@hrmatching.com).

**HR Matching AG, Zug, September 16, 2011**