

**Standard Business Terms for Usage of www.ALPHAJUMP.de
for Companies (“Job Providers”)
(as of October 1st 2017)**

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1. Preface

The following are the standard business terms (called „SBT“) for the use of the services on the online platform www.alphajump.de (hereinafter called „platform“) by companies (job providers) against payment. The offer to use the service for companies is aimed exclusively at business customers.

These standard business terms are based on the offers and agreements from ALPHAJUMP and are accepted for the term of the entire business relation with ALPHAJUMP once the company (called “job provider”) successfully registered online. By registering as a contact person of a company, you accept these standard business terms. Operator of the website and provider of the website’s services and subdomains is the ALPHAJUMP GmbH, Universitätsstrasse 3, 56070 Koblenz (“ALPHAJUMP”). The platform www.alphajump.de is a product of the ALPHAJUMP GmbH.

The standard business terms can be viewed at any time on the ALPHAJUMP-Domains.

2. Scope

2.1. These SBT govern the contractual relationship between the job provider (customer) and ALPHAJUMP (contractor), regardless of which approved ALPHAJUMP-Domain the company signed into.

2.2. “ALPHAJUMP” further refers to the ALPHAJUMP GmbH, Universitätsstrasse 3, 56070 Koblenz and/or the contractual service. Detailed contact information can be found in the imprint.

2.3. Registration is possible exclusively through the ALPHAJUMP-Domains and the use of the contents on ALPHAJUMP is only possible after successful registration.

3. Item - ALPHAJUMP

3.1. ALPHAJUMP operates a portal under www.alphajump.de where job providers can publish a company profile and vacancies. An upload of vacancies on external websites is optional to maximize the reach of certain target groups. ALPHAJUMP publishes the vacancies in its own discretion without previous approval of the business partner. The business partner accepts these terms.

3.2. If the business customer has acquired a trial, ALPHAJUMP grants him a temporary access to a limited range of the ALPHAJUMP offerings. After the trial period, the access authorization expires. The trial account is locked after the expiration of the period. The business customers have no claim of the storage of data generated during the trial period, unless that within four weeks after trial account expired, a contract for the regular use of ALPHAJUMP is concluded.

3.3. Users can use ALPHAJUMP for their job search for free, Users can create an application profile and enter their qualifications. ALPHAJUMP offers users the possibility to apply for vacancies, generate a CV and contact companies (job providers) or rather draw their attention to them.

4. Company Administrator Responsibility

4.1. The registration and processing of the data of the company is handled by a company administrator. To create a company profile, the company administrator has to register as a user (contractor / employee of a company) at the same time. Registration as a user can be done simultaneously with the creation of a company profile. In the case that ALPHAJUMP created the company profile, the company administrator can activate the company profile. A company profile is never activated by ALPHAJUMP itself. Company administrators are responsible for setting and editing the content and thus also for compliance of the provisions of these SBT.

4.2. The company may appoint another person as company administrator at any time and every company administrator is responsible for ensuring that there is always a company administrator whom is responsible for the published company profile and also an employee of the corresponding company.

5. ALPHAJUMP Services for Companies

5.1. The company's registered user data must not violate any law, morality, these SBT and the SBT for the users of ALPHAJUMP. ALPHAJUMP is authorized to delete such user data without notice and without any refund claims to be asserted.

In particular, it is prohibited to the company:

- Harassment with regard to other people or ALPHAJUMP users (see § 7 of the Act Against Unfair Competition) as well as
- Carrying out or promoting anti-competitive acts, including progressive acquisition (e.g. pyramid schemes or similar).

5.2. The company ensures that all data provided by the company administrator in the process of registration is true and complete and correspond with these SBT and the conditions of privacy. In particular, all registered data must be in correlation with the company. If changes occur to the data of the company, the company is obliged to immediately notify these.

5.3. The company is solely responsible for the data entered in the company representation. It is responsible for the fault of a company administrator to the same extent as it would be for a comparable fault of their own.

5.4. Wording, texts as well as articles of the company, especially texts within the company profile or vacancies, have to meet the legal regulations. The company is fully responsible for the compliance with the legal regulations, especially the "Allgemeine Gleichstellungsgesetz (AGG)" (equality act).

5.5. ALPHAJUMP reserves the right to temporarily or completely delete the registered company or its entries in case of a violation of the applicable data protection regulations and standard business terms for users as well as these SBT or rather cancel the contractual relation

5.6. ALPHAJUMP reserves the right to stop its services in the event of a default in payment until the full payment of the invoice.

5.7. ALPHAJUMP does not take any responsibility for the accuracy, completeness or topicality of the provided information. ALPHAJUMP especially cannot guarantee if the information is true, fulfils a particular purpose or serves any particular purposes. Liability claims against ALPHAJUMP, which refer to harm of material or immaterial nature caused by use or disuse of presented information or by the use of incorrect and incomplete information are generally excluded, if no verifiable intentionally or grossly negligently fault can be proven to ALPHAJUMP.

5.8. ALPHAJUMP is not directly involved in any communication between companies as well as communication between companies and users and thereof resulting contracts between these companies or companies and users or external service providers and users and therefore declines of been automatically seen as a contactor. Any rights and obligations arising from the contracts between these players are not conferred to ALPHAJUMP. The Players are solely responsible for the execution and performance of contract concluded among them. Any resulting liability by ALPHAJUMP is thus excluded. ALPHAJUMP only provides the platform for contact and information.

5.9. Reference description

ALPHAJUMP is particularly interested in creating short ways of contact between companies and users (job demanders). By registering and the conclusion of a contract between the company and ALPHAJUMP, the company grants ALPHAJUMP the right to designate the company to third parties as a reference in terms of

public marketing purposes for an unlimited amount of time. The reference description can be revoked in writing by the company.

6. Responsibility for Content and Content Related Rights

6.1. Responsibility for contents

The company is responsible for all content (including but not solely texts, images, videos, graphics and links) that it publishes and distributes on the ALPHAJUMP-Domains or allows to be published by ALPHAJUMP. The company is committed to respect the applicable laws and good morals as well as the rights of third parties whilst using the contents and services of the ALPHAJUMP-Domains.

6.2. Rights on Contents

The company grants ALPHAJUMP an easy, complimentary, worldwide servitude relating to all forms of use in coherence with the publication of the respective company representation, by setting its contents on the ALPHAJUMP-Domains. This includes the right to reproduce, edit, spread, send or publish the content and edited content individually or as part of a database to any not explicitly excluded purpose.

7. Contract Formation / Contract Duration / Termination

7.1. The contractual relationship between ALPHAJUMP and the company comes about with the successful completion of registration of the company at the ALPHAJUMP-Domains.

7.2. The contract is concluded for an unlimited time. The contract term follows the minimum usage the company booked, in case a term has been agreed upon beforehand. In case the termination of the contract by the company is not timely, the contract extends in each case by the expansion period of the same usage period.

7.3. Termination of trial access

The company can cancel its trial access at any time without stating any reasons. The termination can be submitted via e-mail at kontakt@alphajump.de or service@alphajump.de.

7.4. Termination of the paid services

The company and ALPHAJUMP can terminate the contract without giving any reasons within a period of twelve weeks after expiration or during the process of registration booked minimum period of usage or the expiry of an extension period. The termination may be sent by e-mail to kontakt@alphajump.de or service@alphajump.de. The company may also send the termination of the contract in text form by letter or by fax to ALPHAJUMP. The termination results in the deletion of the registered contents. The mentioned requirements of this section keep the right of both parties to terminate the contract for course, untouched.

7.5. Regulations for the contract term and termination

In the case of an agreed upon framework contract, the regulations contained in the contract on conclusion of contract, contract term and termination apply.

8. Salary and Accounting

8.1. Base of invoice is the current pricelist at the time of booking. Service options that are not included in the pricelist are charged according to the individual agreements with the business partner. E-mail or postal communication is considered as evidence.

8.2. ALPHAJUMP issues a written invoice at the business partner concerning the charged services. The business partner agrees to an electronic invoice dispatch by agreeing with the SBT in accordance with §14 UstG.

8.3. The business partner obligates himself/herself to settle the invoice immediately. Default of payment occurs fifteen (15) days after invoicing without any further notice if no additional written agreements were made.

9. Further Rights and Responsibilities of the Company

9.1. Access data

The access data must be kept secret and must not be disclosed to third parties. It is prohibited to the company to allow third parties to use the ALPHAJUMP-Domains with their own access. The company is committed to inform ALPHAJUMP immediately if there is a reason to suspect that a third party has knowledge of access and / or abuse the account.

9.2. Transfer of rights

The transfer of rights from a contract to third parties is only allowed with previous consent in written form from ALPHAJUMP.

9.3. Obligation of notification

If changes arise in the company's status which is significant for a change in the relationship to ALPHAJUMP, the company is obliged to notify ALPHAJUMP immediately.

10. Availability

A constant availability of the ALPHAJUMP-Domains is technically not feasible. ALPHAJUMP is constantly striving to maintain the availability and attempts to do everything in its power. The company recognizes that the constant availability of the ALPHAJUMP-Domains is technically impossible to achieve and that in case of any presumable disorder no claims forwards ALPHAJUMP consist.

11. Service Adjustments and Changes

The services on the ALPHAJUMP-Domains are subject to constant technical and content related changes. ALPHAJUMP reserves the right to temporarily or permanently change the services offered on the ALPHAJUMP-Domains or to offer different services unless this is unreasonable for the company.

12. Pay-back of Pre-Paid Remunerations

The company's claim for reimbursement of pre-paid remunerations is excluded, if ALPHAJUMP terminated the contractual relationship for cause or terminated the company's access based on a violation of duty towards the SBT for users and the SBT for companies as well as the current Data protection regulations. The company's claim for reimbursement of pre-paid remunerations is not excluded, if the company terminates its contractual relationship for a cause which is object of the area of responsibility of ALPHAJUMP.

13. Privacy

13.1. The collection, storage, use and deletion of personal data is done in accordance with applicable data protection regulations. ALPHAJUMP not will pass personal data of users, particularly not unauthorised, to third parties or make them otherwise aware of this data. Further information about the processing of the data and the data security and the data protection can be found in the applicable data privacy statement.

13.2. The company commits itself to keep the current Data protection regulations.

13.3. As far as not permitted through the ALPHAJUMP users or German or rather the the European data protection law, the company is prohibited to collect, process, use or pass personal data of ALPHAJUMP users to third parties.

14. Indemnification

14.1. Relief from liability by the company

The company dispenses ALPHAJUMP from all rights and claims including claims of damages, which other users or third parties or government authorities allege against ALPHAJUMP in coherence with content set up by the company on the ALPHAJUMP-Domains, an encroachment through the company, a breach of duties imposed by these SBT or a breach of respective data protection regulations through the company. The company bears the costs of a necessary legal defence of ALPHAJUMP including all court fees and statutory lawyers' fees. Any further rights, including damage claims of ALPHAJUMP remain unaffected. The company is obligated to promptly, truthfully and completely communicate all information, that is available in order to prove and defend these claims in case of a claim of third parties. The foregoing obligations of the company shall not apply, if the company is not responsible for the regarding infringement. Forasmuch the contents of the company violates the rights of third parties, the company is obliged to provide ALPHAJUMP the right to use said content at its own expense or to render the contents free of any infringement. If rights of third parties are violated by the use of the services of the ALPHAJUMP-Domains by the company, then the company will immediately cease the in breach of contract or/and the illegal usage after the request of ALPHAJUMP.

15. Liability and Indemnity

15.1. Liability

ALPHAJUMP is only liable for damage that is based on malice or grossly negligent of its legal representatives, employee or agents. ALPHAJUMP is only liable for slight negligence if essential contractual obligations („cardinal duties“) are violated. In this case, the liability is limited to the foreseeable and for such contract typically occurring damage. If ALPHAJUMP is liable for this damage, there is no claim for liability for loss of profit or savings or any damages resulting from claims of third parties or other direct or indirect consequential damages. Claims for personal injury and property damage under the product liability act shall remain unaffected. The above named exclusions and limitations also do not apply in the case of explicit guarantees by ALPHAJUMP and claims for lack of assured properties. Neither party shall be liable for non-compliance of contractual obligations if the failure is due to circumstances beyond their control. This applies in particular to cases of force majeure.

15.2. Indemnity

The company is indented to pay for damages which arise to ALPHAJUMP as a result of the violation of the company's duties unless the company is not indented to substitute the violation of duty.

16. Closing Provisions

16.1. ALPHAJUMP reserves the right to change the regulations of these standard business terms at any time without giving reasons, unless this is unreasonable for the company. If updates of the standard business terms are made, the member will be notified of the changes in time by e-mail. If a member doesn't contradict the validity of the new SBT within six weeks of receipt of the e-mail, the changed SBT are considered as accepted by the company. In case of a contradiction, ALPHAJUMP has the right to terminate the contract within two weeks after receiving the contradiction. ALPHAJUMP will point this and the right of objection out in the respective e-mail. For these SBT and the entire legal relationship between ALPHAJUMP and the companies, applies the law of the Federal Republic of Germany to the exclusion of the Right of Dispute and the UN Convention on Contracts for the International Sale of Goods.

16.2. Declarations can be agreed upon by the user via the contact form on the ALPHAJUMP-Domains unless otherwise agreed upon. ALPHAJUMP can communicate its own declarations towards the user via e-mail, internal messages on ALPHAJUMP or letters to the address with the current contact data in his or hers ALPHAJUMP user account.

16.3. ALPHAJUMP does not take part in a dispute settlement procedure in front of an arbitration board.

16.4. The place of fulfilment is the ALPHAJUMP head office. The place of fulfilment and the sole jurisdiction for all disputes between the parties arising from the Agreement, to the extent permitted by law, shall be the ALPHAJUMP head office.

16.5. Place of jurisdiction for commercial agents in the sense of the German Commercial Code (HGB) is the ALPHAJUMP head office.

16.6. Collateral agreements, changes and additions as well as other notices require the written form in order to be valid, unless otherwise regulated in these SBT. This applies to the waiver of the written form requirement as well

16.7. Should difficulties of interpretation arise, the German text of these bilingual standard business terms shall be binding.