

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

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1. Preface

The following are the standard business terms for the use of ALPHAJUMP (hereinafter called „SBT“). By registering as a member of ALPHAJUMP, you accept these SBT.

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.

Job demanders can use the services of the online platform www.alphajump.de (called platform) for free.

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" refers to the ALPHAJUMP GmbH, Universitätsstrasse 3, 56070 Koblenz, and/or the services covered by the contract. Detailed contact information can be found in the Impressum.

2.3. Registration is only possible via the ALPHAJUMP-Domains and in order to use the contents of ALPHAJUMP a successful registration is necessary.

3. Item - ALPHAJUMP

3.1. Users can use ALPHAJUMP for their job search for free. Users can create an application profile filled with their qualification. ALPHAJUMP offers users (job demanders) the chance to apply to vacancies, create a CV and contact companies, or rather be approached by companies.

3.2. ALPHAJUMP provides the agreed upon services for the users only for private use. Any use of the content provided by ALPHAJUMP required previous agreement by ALPHAJUMP. Especially the use of the ALPHAJUMP-Domains for any kind of commercial and/or advertising purposes requires agreement by ALPHAJUMP in each individual case and is only permitted with prior consent.

3.3. The functions of use of the different contents can be found on the current ALPHAJUMP-Domains in the ALPHAJUMP user types area. The function display and offering range that can be found there are binding for each assigned user type.

3.4. 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 users recognize that the constant availability of the ALPHAJUMP-Domains is technically impossible to achieve and that in case of an presumable disorder no claims forward ALPHAJUMP consist.

3.5. ALPHAJUMP does not assume any liability for the contents (data and/or information) that can be set and used by the users of ALPHAJUMP. The associated rights (e.g. copyrights) and statutory requirements have to be clarified and observed by every user on his or her own. ALPHAJUMP reserves the right to delete illegitimate contents from the ALPHAJUMP-Domains without notice.

3.6. ALPHAJUMP is not directly involved in any communication between users and thereof resulting contracts between these users or external service providers and therefore declines of been automatically seen as a contactor. Any rights and obligations arising from the contracts between users are not conferred to ALPHAJUMP. Members 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.

4. Registration/ Term and Conclusion of Contract

4.1. To use the contents and services of ALPHAJUMP as a user, a user must register and agree to the pertinent regulations. Regulations especially include the standard business terms as well as the data privacy statement by ALPHAJUMP.

4.2. The user assures that all data provided by the user in the course of registration are accurate and complete. If changes occur to the data of the user, the user is obliged to display these immediately. In addition, the user assures that he or she does not have an ALPHAJUMP account yet and is not maintaining any other accounts on the ALPHAJUMP-Domains under a false name or other false information.

4.3. Users may only register once and only create one ALPHAJUMP user account.

4.4. Pseudonyms, imaginary names or artist names cannot be used.

4.5. The user assures that he or she is of legal age at the time of registration.

4.6. The member is obliged to keep his or her password confidential and to not disclose it to third parties. If a user has an reason to assume that a third party has access to a user's password or uses a user's password, he or she is obliged to change the password or inform ALPHAJUMMO immediately.. ALPHAJUMP will not share the password with third parties or as request it.

4.7. The registration is completed by the acceptance of the standard business terms, the data privacy statement and a confirmation link. This link will be received through a confirmation e-mail send to the e-mail address provided during registration. By confirming the link and the associated completion of registration, the user makes an offer to enter the agreement to use the services of the ALPHAJUMP-Domains. ALPHAJUMP accepts this offer by activating the respective user account for the corresponding services.

4.8. The contract for use shall be concluded for an indefinite period.

4.9. Upon successful registration the user can access the respective services on the ALPHAJUMP-Domains via the login function.

4.10. An Entitlement for registration and the conclusion of a contract does not exist. ALPHAJUMP can reject a registration without giving reason.

4.11. ALPHAJUMP is unable to prove the actual identity of the user and any other person with certainty and thus provides no warranty and liability for inaccuracies. Each user therefore rests on the responsibility to certify another user's identity.

5. Cancellation right / Cancellation policy for Users

(Consumer)

If you register on ALPHAJUMP as a consumer (within the meaning of §13 German Civil Law Code) and therefore do not pursue commercial or independent professional intentions you apply to the following conditions:

5.1. Cancellation right

You can cancel your contract within 14 day without giving any reasons in text form (e.g. letter, fax, e-mail or via our contact form). The deadline shall commence following receipt of this notification in text form, but not prior to conclusion of the agreement or until we fulfilled our obligation to inform according to Article 246 §2 in conjunction with §1 para 1 and 2 EGBGB as well as our obligations according to §312g para 1 sentence 1 BGB in accordance with Article 246 §3 EGBGB. To meet the withdrawal time limit the timely mailing of the withdrawal statement will be sufficient.

The revocation must be sent to:

ALPHAJUMP GmbH

Universitätsstraße 3

56070 Koblenz

fax: +49 899 49008

E-mail: kontakt@alphajump.de

Specific hints

Your right of cancellation expires prematurely if the contract is completely fulfilled by both parties upon your expressed request, before you have exercised your right of revocation.

- End of Cancellation policy -

6. User's Duties

The adherence of the regulations of these SBT and good manners are an inevitable requirement for the use of the ALPHAJUMP-Domains. By agreeing to these SBT, the user binds himself/herself to satisfy his or her user duties and to use the services properly, which are set out below:

6.1. Access data

The access data must be kept a secret and must not be passed to third parties. The user is prohibited to enable use of ALPHAJUMP-Domains for third parties with the user's access data. The user is obliged to immediately inform ALPHAJUMP if there is reason to suspect that a third party has knowledge of access data and / or abuses an account.

6.2. Information

The user binds himself/herself to exclusively provide truthful and not misleading information in his or her profile and his or her communication with other users. It does not use pseudonyms, fantasy names or artist names on ALPHAJUMP-Domains.

6.3. Profile representation (application profile)

The user is obliged to publish only photos of himself/herself on the ALPHAJUMP-Domains, which allow the user to be recognised clearly. The member ensures that he or she has all rights of the photos, which were sent by him or her to the ALPHAJUMP-Domains. The publication or illustration of other or non-existing persons or other beings (animals, fantasy pictures, etc.) is not permitted. The presentation of company logos or the like in the profile picture is not permitted.

6.4. Publication

The user is responsible in his or her own person for all contents (such as texts, images, videos, graphics and links), that he or she publishes or distributes on ALPHAJUMP-Domains. He or she is obliged to consider the applicable laws and morality and third-party rights while using contents and services on the ALPHAJUMP-Domains.

It is especially prohibited to the user to:

- using slanderous or abusive content, regardless whether they concern other users or any other people or companies or other institutions and groups;
- Harassment concerning other people or users (cf. § 7 Act Against Unfair Competition);
- to use, advertise, offer or to provide pornographic, violence-glorifying content or content, that is in violation of law for protection of children and youth;
- to use protected by law contents, without being entitled to do, or to advertise, to offer or to distribute protected by law goods or services;
- to practice or to promote anti-competitive actions, including progressive canvassing (e.g. pyramid schemes or the other).

6.5. Additional prohibited contents:

In addition, the following actions are to be avoided, even if they do not violate any existing laws:

- Sending identical private messages to multiple users simultaneously;
- Sending chain letters;
- Any kind of sexual oriented communication;
- Distribution and public release of the contents of ALPHAJUMP-Domains or other users;
- Use of mechanisms, scripts and software in conjunction with the use of the ALPHAJUMP-Domains; the user may naturally use the interfaces or software, that were made available within the offered services on the ALPHAJUMP-Domains of ALPHAJUMP.
- Blocking, overwriting, modifying, and copying, if this is not required for proper use of the services of the ALPHAJUMP-Domains;
- Any activity, which tends to impair, especially to overly strain the functionality of the ALPHAJUMP-infrastructure and thus the ALPHAJUMP-Domains.

6.6. Uploading of contents

The user is responsible for ensuring, that his' contents on the profile page or on other site of the ALPHAJUMP-Domains have no viruses, worms, Trojan horses or other programmes, that may endanger or impair the viability or the stock of ALPHAJUMP or other webpages. The user is bound to prove carefully, if the requirements of the SBT of ALPHAJUMP, which were mentioned before, were met, before he or she places content on the ALPHAJUMP-Domains.

6.7. Possibility of report

Each user has the opportunity to report infringements against data protection or the SBT via the contact forms on the ALPHAJUMP-Domains.

6.8. Removal of contents

If a user is alerted to possible critical content in his or her profile or to other content published by him or her, he or she has to remove this critical content immediately.

7. Changes / Abandonment of Services

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

8. Delete Account/Termination of Contract

8.1. Users can delete their account at any given time

8.2 ALPHAJUMP reserves the right to deny services, block or delete an user account if he or she violates the the SBT.

8.3. A user account that has been deleted cannot be activated again.

9. Responsibility for Contents

9.1. Responsibility for the contents of members

The user is solely responsible for the content, data and/or information that are posted by him or her and for the communication with other users (both public and non-public). The user is obligated to protect the rights and interests of the other users or third parties, in particular their personality rights.

9.2. Responsibility for the contents of ALPHLUMP

ALPHAJUMP assumes no responsibility for the validity, progress or topicality of the provided information. ALPHAJUMP can especially not guarantee that this information is true, that it fulfils a particular purpose or answer such a purpose. Liability claims against ALPHAJUMP, that refer to tangible or ideational damages, which were caused by use or disuse of the presented information or by the use of incorrect and incomplete information are generally excluded, provided no demonstrably deliberate or grossly negligent fault by ALPHAJUMP exists.

9.3. Linking on external internet pages

For direct or indirect references ('Links') to other webpages or other by Internet provided documents, that lie beyond the reach of responsibility of ALPHAJUMP, a liability obligation would come into force exclusively in the case, in which ALPHAJUMP is aware of the contents and it is technically possible and reasonable for him or her to prevent the usage in case of illegal contents. Hereby ALPHAJUMP expressly declares that at the time of linking by ALPHAJUMP, no illegal content on the linked pages was discernible. ALPHAJUMP has no influence on the current and future design, contents or authorship of the linked / connected pages. Therefore, ALPHAJUMP expressly distances itself from all contents of all linked / connected pages, which were changed after linking. This statement applies to all established links and references within the own Internet offer. For illegal, incorrect or incomplete contents and especially for damages, which result from the use or disuse of such served information, the provider alone is solely liable of the page to which a reference was made, not the one who refers to the respective publication. ALPHAJUMP assumes no responsibility for the links that users set on the ALPHAJUMP-Domains.

10. Usage of Contents and Rights of Third Party

10.1. The user accepts, that the content posted by him will be multiplied and spread through ALPHAJUMP and made public for third parties, depending on settings, especially by the possibility to view and download these contents through appropriate devices (e.g. PC, laptop, mobile phone, smartphone, etc.). Hereby third parties are able to use and reproduce the content, so the user or ALPHAJUMP aren't able to control these acts. The user is aware that his or her own content is technically prepared to adjust to ALPHAJUMP (e.g. adjusting the format of photos, changing the resolution of photos).

10.2. The user is responsible for ensuring that no third party's rights such as in particular personality rights, copyright laws and neighbouring rights and other rights are violated by adjusting the own content. The user binds himself / herself to carefully consider the content before setting it in order to not violate third party rights on ALPHAJUMP-Domains by setting these contents. ALPHAJUMP is not responsible for acts of exploitation of other users of the ALPHAJUMP-Domains or other third parties.

10.3. By posting content on the ALPHAJUMP-Domains, the user allows ALPHAJUMP an unrestricted servitude and marketing right. The copyright law of the user remains unaffected.

11. Questions / Feedback / Complaints

For questions about the contract or services of ALPHAJUMP the user may contact ALPHAJUMP via the contact form on the ALPHAJUMP-Domains

12. Liability and Indemnity

12.1. Liability

ALPHAJUMP is liable for damages only, if the damage is based on malice or wanton negligence of its legal representatives, employees or agents. ALPHAJUMP is liable for slight negligence only, if essential contractual obligations ('cardinal duties') are violated. In this case, the liability to the foreseeable damage, which typically occurs in such contracts, is limited. If ALPHAJUMP is liable for this damage, there is no liability whatsoever for any loss of profits or savings or damages resulting from claims of third parties and other direct or indirect consequential damages. Claims for physical injuries and for property damages under the product liability law remain unaffected. The above named disclaimers of liability and restrictions also do not apply in the case of a takeover of explicit guarantees by ALPHAJUMP and claims for lack of assured properties.

12.2. Indemnity

The user is obliged to ALPHAJUMP to recompense losses that emerge to ALPHAJUMP from a breach of the user's obligations, unless the user is not responsible for the breach of duty.

13. Indemnification from Liabilities

The user dispenses ALPHAJUMP from all claims including damage claims, which other users or other third parties argue against ALPHAJUMP concerning the user's behaviour, in particular because of his or her set content on the ALPHAJUMP-Domains. Moreover the user dispenses ALPHAJUMP from all claims including damage claims, which other users or other third parties argue against ALPHAJUMP, due the infringement of their rights by the use of the services of the ALPHAJUMP-Domains by the user. The user 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 user is obligated to promptly, truthfully and completely communicate all information that is available to him or her in order to prove and defend these claims in case of a claim of third parties. The foregoing obligations of the member shall not apply, if the user is not responsible for the regarding infringement. Forasmuch the contents of the user violates the rights of third parties, the user is obliged to provide ALPHAJUMP the right to use said content at his 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 user, then the user will immediately cease the in breach of contract or/and the illegal usage after the request of ALPHAJUMP.

14. Data Integrity and General Data Protection

The collection, storage, use and deletion of personal data is done in accordance with applicable data protection regulations. ALPHAJUMP 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 protection regulations.

15. Closing Provisions

15.1. 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 user. If updates of the standard business terms were made, the user will be notified of the changes in time by e-mail. If a user does not 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 user. 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 users, applies the law of the Federal Republic of Germany to the exclusion of the international private law and the UN Convention on Contracts for the International Sale of Goods.

15.2. Statements may, unless otherwise agreed, be submitted using the contact form on the ALPHAJUMP-Domains by the user. ALPHAJUMP can submit its own statements to the user by e-mail or letter to the addresses that are given by the user as current contact data in its ALPHAJUMP user account.

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

15.4. 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.

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

15.6. 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

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