

General Terms and Conditions "Recruitment"



Last updated: July 1st, 2024

This document contains the General Terms and Conditions ("Terms") under which the Sole-Entrepreneur "Raoul Gransier, Gransier & Associates, e.U. ", carries out its recruitment services, (the "Services"), its commercial activity registered and established in Austria, 1170-Vienna, Rudolf-Bärenhartgasse 13/b/5, company register number at the Commercial Court of Vienna, Austria, number FN369444a, (from now on referred to as "G&A"), and grants subscribers access to its site, system or services through its recruitment system ("System"), the websites <https://www.gransier.com> and <https://www.e-jobsapp.com> ("Site" and "Sites").

Please read these Terms carefully before using the Website(s), System and Service. You warrant and represent that you are authorised to enter these Terms on behalf of the subscribing company or organisation.

G&A offers its Site, System or Service solely for the use of the undersigned company and its affiliates who are subject to these Terms and in whose name an account is registered on the Site, System, or Service (the "Subscriber" or "you"), and not for the use or benefit of any third party.

Any new features that enhance or improve the current Site, System or Service, including the release of new tools and resources, are subject to these Terms.

The Customer expressly acknowledges that it understands these Terms and assures that it will comply with them in full. If you (the Client) do not agree to these Terms, you may not access or use the Website, the System, or the Service.

Additional and extraordinary conditions for Advisory Services (incl. Training) are published separately on: <https://www.gransier.com/general-terms-conditions-advisory>

(I) Preamble:

1. This Agreement has been drawn up in accordance with the EU General Data Protection Regulation 2016/679 of 27 April 2016 (hereinafter referred to as "GDPR") adopted by the European Parliament and the Council.
2. This contract governs the terms and conditions for G&A's customers and their users of the site, system, or service. This document is the contract between G&A and its customers.
3. G&A leases a recruitment system ("System") from a recruitment technology company, namely: "Zoho Corporation GmbH", which stores its data in the European Union in Amsterdam, The Netherlands.
4. Subject to the terms and conditions in this document, G&A grants the Customer a non-exclusive, revocable, and non-transferable right to access and use the Site, System or Service through a "Recruitment Channel Manager" subscription provided by G&A, which Customers accept.
5. These terms and conditions and the G&A Privacy Policy (<https://www.gransier.com/privacy-policy>) govern the conditions under which work orders are processed.

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6. Work Orders under these Terms and Conditions are issued to G&A either in person, by telephone or in writing by the Customer in accordance with its requirements and relate to site, system, or service variables per service such as service charges, contract duration, number of users and vacancies, included job boards and services, etc.
7. External job boards included in the site, system or service subscription are subject to change at any time, as are the services and prices offered by these job boards.
The publication of job advertisements on external job boards cannot be guaranteed by G&A or either Recruiting Technology company.
8. By using any of G&A's websites and/or the Site, System or Service Subscription, the Customer agrees to comply with these Terms and the Privacy Policy.
9. If the Customer does not accept these Terms and Privacy Policy, the Customer will not be able to use the Website, the System, or the Service Subscription.
10. G&A reserves the right to change these Terms and the Privacy Policy at any time.
Any changes G&A makes to the Terms and Privacy Policy will be communicated and made available to the Customer.
11. G&A reserves the right to unilaterally change the design, presentation, and configuration, as well as any or all features, and/or add new ones to enhance its site, system, or service subscription at any time and without notice.
12. G&A reserves the right to suspend, interrupt or discontinue the operation of its website(s) and site, system or service at any time and will provide prior notice to its customers in such event.
13. G&A reserves the right to terminate the subletting of its system provider (currently "Zoho") at any time and to switch to another provider at its discretion if it so wishes.

(II) e-JOBSAPP Recruitment Channel Manager subscription: Description of the Website, System, and Services:

II.I. e-JOBSAPP Recruitment Channel Manager subscription: General Terms:

1. When you register for the Website, System or Service, you must provide your full legal name, full Company registered name, a valid Company email address (not a free email address such as from Google, Yahoo or Outlook) and any other information required to complete the registration process.
2. When you sign up for a paid account or upgrade a free account to a paid account, you must provide the Company's full registered name, a valid

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Company email address, your correct billing information and any other information required to complete the sign-up or upgrade process.

3. Registered accounts or automated login attempts by "bots" or other automated methods are not permitted.
4. Your login may only be used by your organisation; a single login may not be used by multiple people within your organisation. You are responsible for maintaining the security of your account and password. G&A cannot and will not be liable for any loss or damage arising from your failure to comply with this security obligation.
5. Subscribers agree to notify G&A immediately of any actual or suspected loss, theft or unauthorised use of the Subscriber Account or password. You are responsible for all Subscriber Content (as defined below) that you post and for all activities that occur on or under your account. Any fraudulent, abusive, or unauthorised use of the Website, System, or Services may be grounds for termination of the Subscriber's right to use and access the Website, System or Service.
6. Subscriber shall not post or cause to be posted any notice or solicitation seeking to obtain password and account information from any other user.
7. If you use a free account, you are not allowed to block advertising.
8. A natural or legal person may not have more than one free account.
9. You must not use the Website, the System, or the Service for any illegal or unauthorised purpose. You must not use the Site, System or Service in violation of any applicable laws in Austria and in your country (including but not limited to copyright and privacy laws).
You must not modify, adapt, or hack the Site, the System or the Service or modify any other website to falsely imply that it is connected to the Service, G&A, "Zoho" or any other G&A service.
10. You may not resell the Site, System or Service to any third party as a private label or including a markup fee without the express written consent of G&A and "Zoho".

II.II. e-JOBSAPP recruitment channel manager: Provision of an e-JOBSAPP Recruitment Channel Manager:

1. The use of the Website, the System or the Service subscription by the client allows the client to manage its selection procedure efficiently and securely and to definitively store all information in the context of the selection procedure (CVs, personal notes, interview notes, staff involved in the procedure, publication statistics, KPIs, etc.).
2. A client can assign a certain number of owned or managed users (excluding franchise users) to its website, system, or service subscription. The maximum number of defined users is specified per work order.

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3. The customer is responsible for ensuring that the users defined by him/her comply with his/her contract with G&A, including the G&A data protection terms and conditions.
4. The customer may not sublet its access to its website, system, or service subscription to other parties, but may only grant limited access to its defined users.
5. Upon receipt of a candidate registration or application in the Site, System or Service Subscription, the System will automatically inform the candidate of their GDPR rights and obligations and that neither G&A nor its client will at any time process their private data, including disclosure to anyone outside its organisation, nor check references without the candidate's prior and written consent.
6. The client is expressly prohibited from disclosing, processing, copying, or sharing information about a candidate with its subsidiaries, affiliates, or other external parties.

II.III. e-JOBSAPP Recruitment Channel Manager: Website, System, or Services user:

1. The subscription to the Customer's Website, System or Service is for one Customer, for one Owned/Managed User or for a specified group of Owned/Managed Users (excluding Franchise Users).
2. The fee for the subscription to the Client's website, system or service is payable by the Client as specified in the confirmed work order.
3. A mandatory requirement is that the additional users are employed/contracted by the same client and are not franchisees for the client.
4. G&A provides GDPR training and technical configuration for a user. This may include a career page with a job widget. Additional users may be charged an additional training and configuration fee, which is specified in the work order.

II.IV. e-JOBSAPP Recruitment Channel Manager: Access to the Website, System, or Service:

1. Clients and their users may only access their account via a secure LAN connection and not via public WiFi networks (unless connected via a licensed and active VPN).
2. G&A will use reasonable efforts to ensure that the Site, System or Service is available twenty-four hours a day, seven days a week, 365 days a year. However, there will be circumstances where the Site, System or Service will be interrupted for maintenance, upgrades, and emergency repairs or due to failure of telecommunications links and equipment.
3. If this is the case, G&A will take all reasonable steps to minimise the disruption, provided this is within G&A's control.

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4. G&A reserves the right, in its sole discretion, to impose limits on the use and storage in relation to the Site, System or Service at any time, with or without notice.
5. Subscriber represents to G&A that if Subscriber is a natural person (i.e., not a legal entity), Subscriber is at least 18 years of age. The Subscriber also confirms that he/she is legally authorised to use the Site, System or Service and accepts full responsibility for the selection and use of the Site, System or Service.
6. G&A makes content available through its Site, System, or Service ("Content").
7. G&A makes no claim that the Site, System or Service can be lawfully used outside of Austria (EU) or that Content can be uploaded to or downloaded from the Service.

Access to Content may not be legal for certain persons or in certain countries. If you use the Site, System or Service from outside Austria, you do so at your own risk and are responsible for compliance with the laws of Austria and your jurisdiction.

8. Subscriber is responsible for obtaining and maintaining any equipment or ancillary services necessary to connect to and use the Site, System or Service, including, but not limited to, modems, hardware, software and long-distance or local calls.
The Subscriber is responsible for ensuring that such equipment or Ancillary Services are compatible with the Website, System or Service.
9. The Website, System or Service may only be used to transmit and store CVs, files in the context of recruiting an applicant (hereinafter referred to as "Applicant"), job descriptions and comments on the aforementioned items (all the aforementioned items are referred to herein as "Subscriber Content").
10. You may not upload commercial advertisements or other materials that do not fall within the definition of "Subscriber Content" or transmit unsolicited information, materials, or data (including, without limitation, "spam" messages).
11. You understand that the Site, System or Service may be used to transmit your Subscriber Content. You must not transmit or use worms or viruses or codes of a destructive nature, or those that attempt to automatically collect information from the screen (screen scraping).
12. You must not use automated systems ("bots") to upload multiple streams of data, e.g., for numerous candidates. If your bandwidth usage is excessive (as determined solely by G&A) to protect the availability of the Site, System or Service to all subscribers (including third parties), we reserve the right to limit your usage or deactivate your account upon prior written notice to you until you can reduce your bandwidth usage without refund of any fees already paid.

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II.V. Job vacancy specifications via the e-JOBSAPP Recruitment Channel Manager subscription:

1. G&A may offer through its Site, System, or Service to distribute announcements of job vacancies ("Job Advertisement") through the distribution channels "Job Boards & Social Media" (defined below) and may change/reduce/expand the distribution channels at any time at its sole discretion and without notice to the Customer.
2. G&A may, at its discretion, charge additional fees for extra marketing activities and/or job advertisements ("Paid Job Advertisements").
3. All fees for extra marketing activities and/or job advertisements will be announced during the ordering process.
4. G&A will use reasonable efforts to distribute job postings to third-party services, job boards, social media and/or other outlets in our distribution network (collectively, "Distribution Channels"). However, you acknowledge and accept that we have no control over the Distribution Channels or communication networks.
Therefore, we do not guarantee that your job postings will be delivered via the internet or communication networks, accepted by any entity in the Distribution Channels, or received and/or read by job applicants or potential job applicants.
5. Job adverts can take up to 24 hours to upload, in some cases up to 48 hours, before they are published on the selected job boards. Some job boards require a manual upload or an additional manual check - either/or - by the job board / G&A, which may result in publication only on weekdays (except public holidays), which is valid in Austria.
6. You accept that the Companies in the Channels are under no obligation to use or display a Job Ad and may reject a Job Ad for any reason or no reason, whether you have taken out a paid subscription, a trial subscription, or a free subscription, and even if you have paid for a Job Ad.
7. You agree that G&A shall not be liable to you or to any third party if your job advertisement is rejected or not published, and that you shall not be entitled to any refund for any job advertisement not published or distributed.
8. If you cancel a paid job advertisement placed through the Distribution Channels, we do not offer refunds. By placing a job advertisement, you allow us to distribute this job advertisement in the distribution channels.
9. You agree not to post or advertise any job ad that contains inaccurate, false, or misleading information, contains hidden keywords or sells or promotes services.

Your job advertisements must comply with applicable local, national, EU (GDPR) and international laws and regulations, including but not limited to those relating to labour and employment and anti-discrimination (or the

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- equivalent in the country where the job advertisements are made available, published, or distributed).
10. G&A does not guarantee the number or quality of candidates you will receive because of your job advertisement. You are solely responsible for interviewing, conducting background and reference checks, verifying the information you provide and selecting a suitable candidate.
 11. In certain cases, companies in the distribution channels may require that you agree to additional service policies for your job advertisement to be disseminated on or through their services. At that time, you agree to these additional service policies to the extent they apply to the dissemination of your job advertisement. You understand and agree that you are solely responsible for any liability arising from the publication of any job posting or materials to which users may link through such job postings.
 12. You agree to indemnify, defend, and hold harmless G&A and its affiliates and their respective officers, directors, employees, and agents from and against all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or related to the Job Postings or other content provided by you or your breach of this Agreement.

II.VI. e-JOBSAPP Recruitment Channel Manager subscription: Supporting Service quality:

1. G&A will use commercially reasonable efforts to respond to all incoming support requests within one business day.

(III) e-JOBSAPP Recruitment Channel Manager subscription: Customer behaviour:

Employers and recruiters using the e-JOBSAPP system, either for its standard subscription or Executive Search, pledge to commit to best recruitment practices.

These include, at minimum, absolute discretion and confidentiality.

It is strictly forbidden to conduct formal or informal reference checks on candidates who have applied unless they have expressly confirmed this to the hiring party in writing before conducting a reference check.

In addition, candidate private data details may only be shared with people in the employer's organisation who are relevant to the search and only through e-JOBSAPP communication channels or employers' electronic licensed channels – these do not include free mail or free cloud services.

When an Executive Search is managed as a confidential search, meaning the applicants are unaware of the employer's name when submitting their CV, their private data details may not be forwarded to the employer unless applicants have been first informed of the employer's name and expectations.

Violation implies entire liability for any damage caused to G&A, its users, and its applicants.

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1. Candidates may contact G&A to complain if they feel that the client has treated their application inappropriately; G&A will inform the client immediately.
2. G&A is entitled to immediately terminate a customer's site, system or service subscription and/or (temporarily) disable a customer's account and cease providing its services to the customer, without refund of any fees paid or outstanding, if the customer or any of its users (a) damages, interferes with, or otherwise engages in activities that damage G&A's and e-JOBSAPP brand, services, computer systems, hardware or network, interfere with the hardware or network, (b) misrepresent the identity of, impersonate another person or attempt to gain access to or illegally trace any account, computer or network associated with the G&A Services without authorisation, (c) use a G&A Service in a manner not specified by G&A, (d) violate any applicable G&A policy governing the appropriate use of the G&A Services, (e) store illegal or unauthorised files or data or material protected by the intellectual property rights of others, unless the Customer owns or has rights to such material, (f) store, back up or distribute material that contains viruses, Trojan horses, worms, corrupted files or other material that may damage the operation of the G&A Services or another person's equipment, hardware, data or property, (g) engage in conduct that would otherwise give rise to civil liability or constitute or encourage conduct that could constitute a criminal offence under any applicable law or regulation, (h) directly or indirectly, (i) merge the G&A Services with any other product, software or service, (j) alter or modify disabling mechanisms, (k) intentionally render any part of the G&A Services unusable; (l) assign, rent, loan or otherwise transfer the G&A Services; (m) remove or alter any proprietary notices (copyright notices, trademark notices, legends, etc.) used in the provision of the G&A Services obtained during providing the G&A Services, or (n) breach any material provision of these Terms and Conditions.

(IV) e-JOBSAPP Recruitment Channel Manager subscription: Fees and Payment, Refunds, Upgrades, and Downgrades:

1. The customer is responsible for providing G&A with accurate and complete contact and billing information.
2. The use of the Site, the System or the Service is, during a "free trial period" limited to the service, free of charge if offered for a certain period.
3. Subscriptions are offered at fixed fees, confirmed in the job order. No discounts or refunds are provided if clients use fewer job ads included in their prepaid subscription.
4. A valid credit card is required for account payments. PayPal and bank transfers are also valid means of payment.

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5. The service is charged in advance. Prepaid packages are not refundable. G&A is entitled to adjust the applicable fees, tariffs, and prices for the Site, System, or Service at any time within reasonable limits—at least by the Austrian rate of inflation.
6. Promotional fees apply for a limited period, after which they are raised to standard fees, even if the increase can be substantial.
7. All fees are exclusive of any taxes, duties or levies imposed by taxing authorities, and you are responsible for paying all such taxes, duties, or levies.
8. If you choose to upgrade your job advertisement to a level that incurs an extra charge, (S/M/L/Executive Search) you must also pay this extra cost before the service can be provided.
9. The default payment date for credit card charges and invoices is when you order or receive the invoices. Services, including job ads, go live the moment payment is received.
10. After the customer's technical configuration has been created, the customer may request reasonable changes free of charge for the duration of the contract.
11. G&A will charge additional fees for changes that require a large amount of work, which must be confirmed by the customer before the work is carried out.
12. Other services, such as creating a "Talent Strategy, Recruitment Strategy, and Remuneration Strategy", "Employer Branding Workshop" and/or an "Employer Branding Video" and/or a "Photo Shoot" can be booked upon request and at an additional cost.
A complete, non-refundable prepayment is required before the provision of such services.
13. In the event of late or non-payment, G&A will notify the Customer. If payment is not made within ten working days of the first request for payment to G&A, G&A will suspend access to the Customer's Site, System or Service Subscription without any liability to G&A for any damage or loss suffered by the Customer and the Customer will lose all of its privileges as such, without prejudice to any possible claims by G&A against the Customer for the amounts due.
14. Default or non-payment of fees will not be accepted and may result in "collection" proceedings by our credit agency. In this case, interest and court costs will be incurred, for which the client is fully liable.
15. If the client requests that G&A travel to their office, travel expenses will be paid at the cost of travel booked by the business travel agency "Travelperk" from Spain, by train or express bus in First or Business Class, local public transport, travel by plane or ferry under 4 hours at best available non-restricted fare for (Y) Economy Class (over 4 hours travel time in the next

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- higher class), travel by car at € 0.42 per km, the cost of visa and if required, health check, local transfer (airport/train/ferry or bus station), parking and WiFi.
16. The client will provide accommodation in a 3–4-star hotel with full board and taxes at no extra charge or at re-chargeable cost.
 17. Travel insurance is at the expense of G&A unless the client insists on booking travel and accommodation under limited booking conditions.
 18. If an exchange rate applies, this will be obtained from the credit card company used to pay for the service (there may be a handling fee charged by the credit card company).
 19. For payments in currencies other than EUR, the exchange rate of the payment date retrieved from www.xe.com will be used.
 20. The purpose of the trip must be determined and mutually agreed upon before the trip, as additional costs for service/training/advice may be incurred.
 21. Services are generally provided from our offices in Vienna, Austria and are invoiced in EUR plus VAT and are subject to change by G&A at any time by at least the Austrian annual inflation rate.
 22. VAT is payable by Austrian customers, while the reverse VAT applies to customers based outside Austria if they can produce a VAT identification number.

(V) e-JOBSAPP Recruitment Channel Manager subscription: Subscription period for Site, System, and Service:

1. Site, System, or Service subscriptions are valid for 12 months.
2. Subscriptions are either for a fixed monthly amount paid all at once for the agreed term or are open subscriptions where prepaid job ad credits can be exchanged for job ad publications.
3. A customer's paid Site, System or Service subscription is automatically renewed when the service period expires.
4. The client will be informed by e-mail of the renewal of his client's Site, System, or Service at least one month before the expiry of his subscription.
5. If the customer fails to respond by the expiry date, it will be deemed the customer's permission to continue the subscription at the same level of service, and the next subscription charges will apply for the next period.
6. If the Customer decides not to renew or to cancel the subscription to the Site, the System, or the Service of its Customers, it may do so at any time before the expiry of the monthly or annual contract without any right to a refund.
7. The Customer may not claim G&A's own System CV Database created as part of its Customer's subscription to the Site, System or Service during or after its subscription.

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(VI) e-JOBSAPP Recruitment Channel Manager subscription: Authorisation of Sites, Systems and Services:

1. You may cancel your account and the Site, System or Service subscription by contacting G&A without refund of any fees paid.
2. You do not have the right to download or request your subscriber content (CV database).
3. If you cancel your subscription to the Site, System or Service before the end of the Contract Term, your cancellation will take effect on the end date of your Agreement, and you will not be charged again or receive a refund for the unused portion of the Contract Term.
4. Annual contracts must be cancelled at least 30 days before the end of the contract period or will automatically renew for a similar contract date.
5. G&A, in its sole discretion, is entitled to suspend or terminate your account and refuse all current or future use of the Site, System or Service, only in the event of a breach of these Terms. Such termination of the Site, System or Service will result in the deactivation or deletion of your account and your access to your account, as well as the forfeiture and relinquishment of all Content in your account, without refund.
6. G&A may, at any time and without prior notice, terminate the Site, System or Service if G&A is prohibited from providing the Service to the Customer without refund due to a) laws and regulations applicable to G&A or b) any of G&A's business partners or service providers is prohibited from providing the Service due to governmental economic sanctions against a country or state.

(VII) e-JOBSAPP Recruitment Channel Manager subscription: Copyright and Ownership of Content:

1. The Site, the System, the Service, and its content are intended solely for the use of G&A and G&A's subscribers and may only be used in accordance with these Terms.
All materials on the Site, including but not limited to text, data, information, graphics, logos, tools, photographs, images, illustrations, audio, video, and animation ("Site Content"), are the property of G&A and/or third parties and are protected by Austrian and international copyright laws. All trademarks, service marks and trade names are the property of G&A and/or third parties. The Subscriber shall comply with all copyright notices, information and restrictions contained in any Content accessed through the Site, System or Service.
2. Data, information, Participant Content, including but not limited to data from job applicants using online forms containing additional information such as resumes, letters of motivation, answers to questions and additional personal information/work history, and all information related to the Participant's use

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of the Site, System or Service, trademarks and trade names are and shall remain the property of G&A - and not of the Site, System or Service Participant.

3. The Website, the System and the Service are protected by Austrian, and EU copyright laws, international conventions, and other copyright laws. Except as expressly permitted in the next paragraph of these Terms, Subscribers may not copy, modify, publish, transmit, upload, participate in the transfer or sale of, reproduce, create derivative works from, distribute, or in any way exploit the contents of the Website, the System or the Service, the software and the materials relating to the Website, the System, or the Service, in whole or in part.
4. Subscriber may download or copy resumes of applicants for its normal business activities (no full batch downloads of its access to the database) and not for other persons or entities, if Subscriber retains all copyright and other notices in such Site Content.
5. Subscriber may not make multiple copies of any Content on the Site, System or Service or otherwise distribute or transmit such Content to any other person or entity.
The Subscriber acknowledges and agrees that if the Subscriber uses any part of the Site, System or Service to process the Subscriber's Content, G&A has a non-exclusive, worldwide, royalty-free right to copy, publish, display, translate and store the Subscriber's Content solely for the normal business use of the Service (e.g., for day-to-day operations to keep the Service running).
6. Subscriber represents and agrees that it will not use the Site, System or Service to process Subscriber Content that (a) infringes or otherwise violates any third-party copyright or trademark, (b) is libellous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or objectionable, or otherwise violates any law or third-party right, (c) contains a virus, Trojan horse, a worm, time bomb or other computer programming routine or machine designed to damage, adversely affect, surreptitiously intercept or expropriate any system, data or information, or (d) continues to be posted after Subscriber has been notified that such Subscriber Content violates any of sections (a) through (c) of this sentence - unless beyond Subscriber's control.
7. G&A reserves the right to remove any Subscriber Content from the Site, System or Service, to suspend or terminate the Subscriber's right to use the Site, System or Service in the event of a breach of these Terms, or to pursue any other remedy or relief available to G&A and/or the Website, System or Service under equity or law for any reason whatsoever (including, without limitation, receipt of claims or allegations from third parties or governmental

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authorities relating to such Participant Content or if G&A has concerns that the Participant has violated the immediately preceding sentence).

8. The Site, System or Service, including but not limited to the look and feel of the Service, is copyrighted by G&A. You may not duplicate, copy, or reuse any part of the HTML/CSS or visual design elements without express written permission from G&A.

In cases where such permission is granted, all copyright and "powered by" notices, images, and text ("Notices") must be present in rendered pages and outgoing emails. The position of the notice on the page may be changed if the notice remains visible.

(VIII) e-JOBSAPP Recruitment Channel Manager subscription: Data Protection:

1. Our Privacy Policy governs the use of personal information on the Site, System or Service and in connection with the Service, and the Subscriber agrees to be bound by these terms and conditions and the use of the Website, System or Service.
2. The Subscriber is the data controller within the meaning of EU Regulation 2016/679 ("GDPR") for all personal data processed under the Service in relation to applicants, potential candidates, and visitors to the Site.
3. Subscribers will request a Data Processing Agreement (DPA) from G&A when such personal data is processed by G&A. Upon such request, G&A will provide the Subscriber with a DPA that complies with all the requirements of Article 28 of the GDPR.

(IX) e-JOBSAPP Recruitment Channel Manager subscription: Personal Data Protection and Confidentiality:

1. The legal provisions of the GDPR apply to G&A, the client, and the applicants. Failure to comply with them, ignoring them or abusing them may result in legal consequences, including financial penalties for which the non-compliant party will be fully liable, including legal fees.
2. G&A may access all the Customer's data from all files stored under the Customer's Site, System or Service Subscription (henceforth the "Data"), firstly in accordance with the GDPR and secondly in accordance with the G&A Data Protection Policy and the provisions set out therein.
3. G&A owns and manages its site, system, or service subscription CV database, which contains candidates who have applied to job advertisements posted by the client, to which G&A has exclusive and complete access and which G&A may draw upon for unlimited executive searches. The client does not own or manage this system candidate database.
4. However, the client has limited access to a section of G&A's own CV database listing all its previous applicants and, in the event of a new vacancy, can

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search this section of G&A's own CV database and contact previous applicants if there is a match between the client's requirements and a candidate profile. All applicants are informed of this when registering their details with G&A.

(X) e-JOBSAPP Recruitment Channel Manager subscription: For these purposes and in accordance with the provisions of the GDPR, G&A and its Client expressly agree and undertake to the following:

- To use and treat the data stored in the client's Site, System, or Service subscription with the sole and exclusive purpose of providing and receiving the recruitment services.
- To keep the data provided by the Candidates strictly confidential regarding its processing, and not to disclose any confidential data relating to the Client and G&A.
- The obligations of confidentiality of data set out in this contract are perpetual and continue to apply after the termination of the relationship between the Client and G&A, for whatever reason.

1. G&A and its customer shall expressly refrain from using the data for any purpose other than the agreed purpose, from modifying it.
2. The Client is responsible for limiting access to and use of the Data to those users who are either its employees or its external recruiters who need to have access to and knowledge of the Data to fulfil the purpose of this Agreement, undertaking to impose on them the obligations of confidentiality and prohibition of use of the Data, and undertaking to respond to any breach of the above obligations by any of its employees.
3. Should G&A need to subcontract services to third parties that may involve access to data for which the customer is responsible, G&A will inform its customers to obtain consent to such subcontracting up to one month before implementation.
If the client does not respond by the time the subcontracting is carried out, this will be deemed to be the client's consent.
4. G&A will inform its personnel, employees and subcontractors of the obligations set out in this Confidentiality Commitment and provide them with as many warnings as possible and the necessary documents to ensure compliance with these obligations.
5. G&A shall take the appropriate data security measures (hereinafter "Security Measures") in accordance with the GDPR and update the Security Measures during the term of the contract in accordance with the legal requirements.

(XI) e-JOBSAPP Recruitment Channel Manager subscription: Disclaimer:

1. Subscriber hereby represents and warrants that (a) Subscriber has the right and ability to enter and be bound by these Terms and (b) Subscriber will

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comply with all applicable laws and regulations relating to Subscriber's use of the Site, System or Service;

and (c) and Subscriber agrees to abide by these Terms of G&A regarding the Site, System or Service as provided by G&A.

2. You agree to use the Site, System or Service at your own risk.
3. G&A uses other third-party service providers (e.g., network providers, data centres, telecommunications providers) to provide the Site, System or Service to the Subscriber.
4. G&A warrants and will take all reasonable steps to provide good service to the Subscriber; however, G&A does not warrant that such service will always be free from errors or interruptions.
5. Except as expressly set forth herein, to the fullest extent permitted by law, G&A does not warrant that the contents of the Site, System or Service (defined below) are accurate, complete, or fit for a particular purpose, and any warranties arising by regulation or otherwise under law are excluded and disclaimed at this time.
6. G&A may display or offer links or other interactions with third-party websites and third-party advertising banners on the Site ("Third-Party Sites"). In particular, the Site, System or Service may also allow the Subscriber to connect to third-party websites and other third-party services, such as social and business networking sites, and to post the Subscriber's information. The use of such third-party websites and third-party services is risking to the Subscriber and is subject to the terms and conditions of the third-party website provider. G&A cannot be held liable or responsible for third-party websites and services, including but not limited to their quality, content, terms of use and availability.

(XII) e-JOBSAPP Recruitment Channel Manager subscription: Limitation of Liability:

1. Except for G&A's or the Customer's liability for damages, neither party shall be liable for lost profits or for indirect, special, incidental, or consequential damages, even if the party knew or should have known of such possible damages, and even if direct damages do not constitute compensatory damages.
2. G&A accepts no liability for the placement of shortlisted or referred candidates.
G&A cannot guarantee that a candidate will not be assigned to another position or that a candidate will accept another position.
3. G&A is in no way liable for the professional or physical suitability of the prospective employee. There is also no liability if the aspirant has undergone aptitude tests, examinations and placement tests and their results have been made known to the client. Claims for compensation are also excluded in the event of damage committed by the prospective or hired employee.

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4. Unless already regulated by a local labour law or legislation, G&A recommends that clients require a mandatory health check of selected candidates before offering employment.
5. The client must explicitly and demonstrably inform each candidate of possible health hazards.
6. You expressly agree that G&A shall not be liable for any damages arising out of (i) the use of or inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or received or from any messages received or transactions entered into through or from the Service; (iii) any statements or conduct of any third party on the Service.
7. G&A will not be liable for any amounts more than the fees paid by you to G&A under this Agreement in the six (6) months before the incident giving rise to your claim or cause of action against G&A.
8. The limitations set forth in this Article shall apply to (i) indirect, incidental, special, consequential, punitive or exemplary damages, including but not limited to damages for lost profits, goodwill or other intangible losses (even if G&A has been advised of the possibility of such damages); (ii) any cause of action or claim in the aggregate, including but not limited to breach of contract, breach of warranty, indemnity, negligence, gross negligence, wilful misconduct, strict liability, misrepresentation and other torts.
9. The limitations set forth in this Article shall survive the termination or expiration of these Terms, and shall apply even if any limited remedy set forth in these Terms is found to have failed of its essential purpose. All limitations agreed under this Article shall also apply to the liability of the directors, officers, employees, agents, and members of G&A.

(XIII) e-JOBSAPP Recruitment Channel Manager subscription: Compensation:

1. You agree to indemnify and hold harmless G&A, its contractors and licensors, and their respective directors, officers, employees, members, shareholders and agents from and against all claims, liabilities, losses, actions, causes of action, demands, costs and expenses, including but not limited to attorneys' fees, arising out of your use of the Site, System or Service if you infringe the intellectual property rights of Subscriber Content in connection with your use of the Site, System or Service.
2. The terms and conditions set forth in this section shall survive the termination or expiration of these Terms. G&A agrees to indemnify and hold you, your contractors and licensors, and your respective directors, officers, employees, members, shareholders, and agents harmless from any claim by a third party alleging that the Site, System or Service infringes intellectual property rights applicable in Austria and other member states of the European Union and the United States of America.

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3. The terms and conditions set out in this section shall survive the termination or expiry of these terms and conditions.

(XIV) e-JOBSAPP Recruitment Channel Manager subscription: Change of Service:

1. G&A reserves the right to modify the Site, System or Service at any time and for any reason to improve the Site, System or Service.
2. If this change may have an impact on usage, this change will be announced. Changes affecting privacy will be communicated to users in advance through our privacy policy.

(XV) e-JOBSAPP Recruitment Channel Manager subscription: Third-Party Provider:

1. You understand that G&A uses third-party vendors (hereinafter referred to as "Vendors") and hosting partners to provide the necessary hardware, software, networking, storage, telemarketing support and related technologies required to operate the Site, System or Service.
2. G&A does not warrant the accuracy of the results of any display or information, including prices and valuations, on any screen leading to a transaction of any kind provided by any third-party provider found using the Site, System or Service.
3. G&A does not guarantee or warrant that you will receive the same results as are presented in aggregated data from job boards or other rating systems in the third-party site, system, or service.

(XVI) e-JOBSAPP Recruitment Channel Manager subscription: Promotional Activities and Marketing:

1. G&A offers a public website as part of the service (Careers Site) to subscribers of the Site, System or Service.
2. These career pages are intended, among other things, to provide subscribers with a publicly accessible list of jobs and therefore the use of the career pages is not intended to be private.
3. Unless you expressly prohibit it in writing or electronically, G&A may use your company name (and logo) and mention your use of this service in press releases, interviews, promotional materials, sales literature, presentations, websites, and other channels for self-promotion of its Products and Services.
4. You also agree that promotional content about the G&A Recruitment Site, System or Service may be included in your job postings or emails unless you choose to disable or hide that fact.
5. All promotions or discounts apply to the services for which the promotion or discount was originally granted; no promotions or discounts will be granted for subsequent upgrades or additional services.

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(XVII) e-JOBSAPP Recruitment Channel Manager subscription: Electronic Delivery:

1. You agree that G&A may electronically provide you with required notices, requests, agreements, and other information concerning the Site, the System or the Service.
2. By using the Site, System or Service, you also agree that G&A is not responsible for failed electronic delivery of email messages to the address you provide.

(XVIII) e-JOBSAPP Recruitment Channel Manager subscription: Dispute Resolution:

1. Any disputes arising out of the use of the Website, the System or the Service shall be governed by Austrian law, excluding its conflict of law provisions, and shall be brought exclusively in the competent court in Vienna, Austria (European Union).

(XIX) e-JOBSAPP Recruitment Channel Manager subscription: Miscellaneous:

1. These Terms (including the Privacy Policy), as amended from time to time at G&A's sole discretion, constitute the entire agreement between you and G&A relating to the subject hereof and supersede all prior or contemporaneous understandings or agreements, whether written or oral, relating to the subject hereof.
2. G&A will publish new versions of the terms and conditions on its website(s).
3. The changes will take effect at the end of a prepaid period or when you upgrade or downgrade.
4. G&A may indicate that previous changes will take effect sooner. In this event, the Subscriber may immediately terminate the Site, System or Service and receive a refund of any prepaid fees for the terminated portion of the prepaid term.
In the case of separate service-level agreements or data processing agreements, such agreements will be added as an addendum to these Terms.
5. The failure of either party to exercise any right provided for herein in any respect shall not be deemed a waiver of any further rights under this Agreement. G&A shall not be liable for any failure to perform its obligations under this Agreement if such failure is due to any cause beyond G&A's reasonable control, including but not limited to mechanical, electronic or communications failures or impairments.
6. If any provision of these Conditions is found to be unenforceable or invalid, such provision shall be limited to the minimum extent necessary or deleted so that these Conditions otherwise remain in full force and effect and enforceable.

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7. These terms and conditions shall be binding upon and inure to the benefit of each party and its heirs, representatives, successors, and assigns, provided, however, that these terms and conditions may not be assigned or transferred by a party unless the other party has given its prior written consent to G&A.
8. No agency, partnership, joint venture, or employment relationship is created by these terms.

(XX) SPECIAL CONDITIONS: EXECUTIVE SEARCH by G&A:

Executive Searches conducted by other recruitment agencies, then G&A, which advertises their job advertisements through the e-JOBSAPP Recruitment Channel Manager, may be governed by separate Terms regarding compensation, which must be agreed upon between the employer and the other recruitment agency. G&A is not liable for service delivery by other recruitment agencies.

1. The object and purpose of the EXECUTIVE SEARCH placement contract is the mediation of an employment relationship between an employer and an employee.
2. The client of an agency contract can thus be either an employer or an employee.
3. G&A undertakes to support the client in the search for suitable (skilled) personnel or for a job.
4. The mediation includes all services required for its preparation and implementation.
5. The principal commissions G&A with the placement of the (specialist) personnel or job designated in this order.
6. The requirements profile drawn up for this purpose is an integral part of the contract.
7. To prepare this, the client is obliged to inform G&A of all professional, technical, and personal qualifications that he/she wishes to have imparted.
8. G&A requires a confirmed work order from the client before we start searching for qualified professionals and managers in the hospitality industry.
9. In the interest of expeditious processing of the assignment, the client shall submit a description of the requirements that is as precise as possible, including the job title and tasks, the job, the salary, and social benefits, the (latest) starting date and all information required for a successful placement.
10. Job information must be as clear and brief as possible and reflect the image of the client and G&A so as not to mislead applicants.
11. The employer undertakes to pay G&A a placement fee for the commissioned placement. For an employee, the placement is always free of charge.
12. An order with an employer only comes into effect if the employer has paid a processing fee to G&A.

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13. EXECUTIVE SEARCHES are offered on an exclusive basis only, for a maximum period of 30 days. The client may not engage any other party for the search during this period.
14. If an application is received directly by the client, it will be forwarded to the recruiter for processing as part of the agreed recruitment process.

(XXI) Fees for EXECUTIVE SEARCH services:

1. EXECUTIVE SEARCH: The fee and payment are confirmed in the work order.

(XXII) EXECUTIVE SEARCH Placement guarantee:

1. EXECUTIVE SEARCH: A placement guarantee includes three months and 12 months for e-JOBSAPP Recruitment Channel Manager subscribers.
2. Employment with the commissioned professional, technical and personal qualifications shall be deemed to have been arranged if an employment contract is concluded with the cooperation of G&A.
3. The remuneration shall become due in full upon its conclusion.
4. The employer informs G&A immediately of the conclusion of an employment contract and submits a copy thereof.
5. If the mediated employment relationship ends before the expiry of the relevant period according to the respective mediation fee and if the reason for this is based on the fault of the mediated employee, G&A undertakes to mediate again.
6. If the employment relationship is limited to less than six months, G&A is not obliged to provide a guarantee or new placement.
7. If, on the other hand, the reason is due to the fault of the employer (not honouring contract terms such as reporting line per the confirmed organisation, duties per the agreed employment contract or delayed payment of salary), G&A is not obliged to provide a new placement.
8. A reduction of the placement remuneration by the employer due to the alleged lack of professional and/or technical and/or personal qualifications of the employment contract partner is excluded after the conclusion of an employment contract. The employer can only demand a new placement here.
9. If the employer nevertheless continues the employment relationship with the employee, the desired placement by G&A shall be deemed to have been provided in full in accordance with the contract.

(XXIII) Assumption of costs by G&A:

1. G&A does not cover any costs or expenses for interviews, travel, or accommodation.

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2. The expenses for this shall always be borne by the contracting party that incurs them.
3. Furthermore, G&A does not provide advice, nor does it provide proof of or arrange transport to job interviews.
4. G&A is entitled, but not obliged, to place job advertisements at its own discretion.
5. Insofar as the client wishes further job advertisements not included, they undertake to bear the costs incurred for this.
6. The costs for the placement of job advertisements on e-JOBSAPP and its partner exchanges, as well as the e-JOBSAPP job exchange shall be borne by G&A.

(XXIV) Rights of the Principal:

1. The principal is entitled to contribute his or her personal ideas to G&A's brokerage activities at any time.
2. Depending on the circumstances, the parties undertake to implement them as far as possible.
3. The client is entitled to reject any placement proposal with a comprehensible justification.

(XXV) Obligations of the Principal:

1. The principal is obliged to provide G&A with all information required for the placement and to prepare the requirement profile conscientiously and completely.
2. If the principal is an employee, he/she consents to G&A obtaining information or references about him/her from previous employers named by him/her.
3. The principal is obliged to keep (presentation) appointments agreed with G&A.
4. He/she shall immediately report any inability to attend.
5. The principal shall inform G&A of the results of such appointments without being requested to do so, insofar as he conducts such appointments without G&A.

(XXVI) Conclusion of Contract, Duration, Claim for Remuneration after end of Contract:

1. The placement contract becomes legally effective with the signature of both contracting parties and ends automatically, at the latest, three months after an employment relationship has been placed by G&A.

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2. Irrespective of this, the placement contract ends for the employer at the latest three months after it has been signed, without the need for termination by one of the parties, provided that no placement has taken place.
3. G&A's claim to remuneration for an employment relationship concluded after the end of the contract shall not be affected by the termination of the placement contract insofar as G&A performed activities before the end of the contract that were (co-)causal for the placement.

(XXVII) Treaty Avoidance:

1. The principal may not use the knowledge provided to him by G&A to directly and/or indirectly circumvent G&A - in this case by involving third parties - to conclude an employment relationship.
2. Should the principal nevertheless conclude such a contract with the contractual partner proposed by G&A, the parties to the brokerage contract agree that the principal owes G&A the remuneration agreed under the brokerage contract as damages for breach of contract.

(XXVIII) Termination:

1. Either contracting party may terminate the contractual relationship at any time by written declaration to the other party without observing a period of notice or giving reasons.

(XXIX) Application Documents:

1. G&A is entitled to forward (application) documents submitted by the principal to the contractor proposed by the principal.

(XXX) Privacy Policy:

1. G&A collects, stores, processes, and uses the data received during the brokerage only to the extent that this is indispensably required for the performance of G&A's activities under the brokerage contract.
2. Personal data of the client shall be used with the client's consent.
3. Data will only be transferred to third parties if this is necessary for the brokerage contract.
4. Personal data of the principal will only be kept in stock by G&A after the termination of the brokerage activity for as long as this is mandatorily required by the statutory retention periods.
5. Furthermore, the Principal agrees that all information that is necessary for the placement will be published anonymously on the G&A website.
6. In all other respects, the provisions of the Data Protection Act shall apply.

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(XXXI) Written Form, Severability Clause, Place of Jurisdiction:

1. There are no verbal agreements to the brokerage contract.
2. Deviating agreements must always be made in writing.
3. This written form clause cannot be waived by oral agreement.
4. Should one of the contractual provisions be invalid, this shall not affect the validity of the remainder of the contract.
5. The parties undertake to enter into a legally permissible agreement in lieu thereof which does the greatest possible justice to the meaning and purpose of the agency agreement as well as to the interests of the parties.
6. Any disputes arising out of the EXECUTIVE SEARCH Service shall be governed by Austrian law, excluding its conflict of law provisions, and shall be brought exclusively in the competent court in Vienna, Austria (European Union).