

General Terms and Conditions Refugee Pool for Personnel Seekers at www.stellenportal-solingen.de

§ 1 Scope and provider

(1) These General Terms and Conditions Refugee Pool for Personnel Seekers (hereinafter referred to as **GTC**) apply to the use of the Refugee Pool between Wirtschaftsförderung Solingen GmbH & Co. KG, represented by the personally liable partner Wirtschaftsförderung Solingen Verwaltungs GmbH, which is represented by the Managing Director Frank Balkenhol, Grünewalder Straße 29-31, 42657 Solingen, telephone: +49- (0)212-2494132, e-mail: info@stellenportal-solingen.de (hereinafter referred to as **Provider**) and the Personnel Seeker. Deviating conditions of the person seeking personnel are not recognized.

(2) Recruiters within the meaning of these GTC are entrepreneurs (§ 14 BGB). An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity. These GTC are not directed at end consumers pursuant to § 13 BGB.

(3) The Refugee Pool serves to help refugees. Personnel seekers can only participate in the service if they permanently maintain an independent or dependent place of business in Solingen or in the Bergisches Städtedreieck including the surrounding cities and municipalities.

(4) The Provider reserves the right to amend these GTC at any time without prior notice. The current version of the GTC can be viewed at www.stellenportal-solingen.de. The Recruitment Seeker will be informed about changes to the GTC by e-mail. The changes shall be deemed accepted if the Recruitment Seeker does not object to them within two weeks of notification.

§ 2 Scope of services

(1) The Provider provides an Internet portal ("**Refugee Pool**") at www.stellenportal-solingen.de for the active placement of refugees in Solingen and the Bergisches Städtedreieck including the surrounding cities and communities. Registered companies ("**Personnel Seekers**") have free unlimited and exclusive read access to profiles of refugees in the Refugee Pool who have published their profile (consisting only of the e-mail address) in the Refugee Pool. The refugees have the option of switching off their profile for temporary employment and staffing companies.

(2) For the placement of job advertisements, creation of own sub-pages (so-called microsites), marketing and search engine optimization and/or perception of special services of the external web service provider Mammut Media at reduced conditions, the personnel seekers must register with the Solingen job portal for personnel seekers at www.stellenportal-solingen.de for a fee.

(3) The Provider is entitled to permanently or temporarily change, restrict, discontinue or exchange the contents or services of the Refugee Pool at any time and to add new contents or services. These changes are subject to these GTC. The Recruiter will be informed of this by e-mail. By continuing to use the services, the Recruitment Seeker tacitly agrees to the changes, unless he or she objects to them within two weeks of notification.

(4) Statements and explanations about the Refugee Pool in advertising materials as well as on the website of the Provider shall be understood exclusively as a description of the quality and not as a guarantee or assurance of a property. Statements regarding the subject matter of the service shall only constitute guarantees or assurances in the legal sense if they are made in writing and are expressly and literally marked as "guarantee" or "assurance".

§ 3 No conclusion of contracts via the provider

The provider itself is only a technical service provider. All possible contracts via the refugee pool are only mediated by the provider. The Provider itself does not become a contractual partner of the contracts concluded exclusively between the Recruiter and the refugee. The fulfillment of the contracts concluded via the Refugee Pool also takes place exclusively between the recruiter and the refugee.

§ 4 Registration

(1) The use of the Refugee Pool by the Recruiter requires the Recruiter's registration. There is no legal entitlement to registration. Registration takes place by opening an account at <https://www.stellenportal-solingen.de/register-unternehmen>. For this purpose, the Recruiter must complete the registration form under the heading "Registration as a new company".

(2) Required information is the company, street, house number, postal code, place of business, telephone number, e-mail address, industry, first and last name of the contact person. The mobile number, fax number and homepage are provided voluntarily. The person seeking personnel assures that he/she has provided all information completely and correctly. The person seeking personnel is obligated to make all changes to his or her data online at www.stellenportal-solingen.de without delay. By ticking the box, the person seeking employment confirms that he/she has read and accepted the General Terms and Conditions and the Privacy Policy. These declarations are stored by the provider. The provider confirms the registration by e-mail to the e-mail address provided by the person seeking employment.

(3) If the person looking for personnel is already registered with the company, he or she can log in with his or her e-mail address and password and go directly to his or her profile view.

(4) When registering, the Recruiter chooses a password. The password can be changed at any time in the profile view of the Recruiter. The Recruiter can request a forgotten password from the Provider again. The recruiter is obliged to keep his password secret. If there are indications that an account is being misused by third parties, the Recruitment-Seeker is obliged to inform the Provider immediately. The Recruiter is liable for all activities that are carried out using his/her account.

(5) Each Recruiter may register only once and create only one account with the Provider's Refugee Pool. Duplicate registrations will be removed immediately by the Provider without prior notice. Accounts are not transferable. It is not permitted to create registrations automatically.

(6) The Provider reserves the right to check, filter, change, reject and/or delete content and/or user profiles within the Refugee Pool. Misuse of the Refugee Pool may result in temporary or permanent blocking of access and extraordinary termination of the contractual relationship without notice. The decision as to when a use is abusive is incumbent upon the Provider. In this case, the recruiter may not register again.

§ 5 Commencement, term and termination of contracts

(1) The contract begins with the conclusion of the registration and agreement to the GTC.

(2) The contract is concluded for an indefinite period. It may be terminated by either party in writing or in text form with three months' notice to the end of the month.

(3) The right of the parties to extraordinary termination for cause remains unaffected. For the Provider, an extraordinary reason for termination exists in particular if the Recruiter intentionally provides false information during registration and/or subsequent changes to his/her data.

(4) Upon termination of the contract, all data stored by the Recruitment Seeker will be deleted within the statutory periods. The Provider assumes no liability for any loss of data of the Recruiter associated with the termination of the contract.

§ 6 Rights and duties of the person seeking employment

(1) Within the scope of these GTC, the Recruiter receives the simple right to use the services of the Refugee Pool, which is limited to the duration of the contract term and is not transferable to third parties. The Recruitment Seeker is obligated to use the services of the Refugee Pool only in accordance with these GTC and the respective applicable legal provisions.

(2) The Recruiter is solely responsible for compliance with legal regulations in connection with the use of the Refugee Pool and its own Internet presence, in particular for information obligations towards the refugees.

(3) Placements of refugees from the refugee pool with companies from the refugee pool (personnel seekers) that are subject to a fee require the consent of the refugee. This must be proven immediately upon request by the provider.

(4) The Recruiter's claim to use the Refugee Pool and the Provider's services exists only within the scope of the current state of the art. The Provider shall temporarily restrict its services if this is necessary with regard to the implementation of technical measures, maintenance work or capacity limits.

(5) Confidentiality: All data obtained by the Recruiter through the use of the Refugee Pool may only be used for the contractually intended purpose; in particular, it is prohibited to resell this data.

(6) A violation of § 6 paragraphs 1 to 5 of these GTC may result in the temporary or permanent blocking of the account as well as an extraordinary termination of the contractual relationship without notice.

§ 7 Costs

Registration and use of the Refugee Pool are free of charge for recruiters. Any connection fees for calling up the Refugee Pool are borne by the recruiters themselves.

§ 8 Limitation of liability

The provider is liable within the scope of the legal provisions only as follows:

(1) The Provider shall only be liable for damages to the Recruitment Seeker if the damage was caused by the Provider, its employees, legal representatives or other vicarious agents intentionally or through gross negligence. The liability is excluded for the lost profit of the person seeking personnel and all damages, the cause of which lies in a non-availability and / or disruption of the Refugee Pool and / or loss of data of the person seeking personnel. Liability in accordance with the applicable statutory mandatory product liability provisions shall remain unaffected.

(2) The Recruiter shall indemnify the Provider against all claims, including claims for damages and legal costs, asserted by third parties against the Provider due to an infringement of their rights by the actions performed by the Recruiter in the Refugee Pool. This applies in particular to claims directed against the Provider for violation of criminal law, competition law, copyright law and/or advertising law regulations.

(3) The Provider assumes no liability that the Refugee Pool will meet the requirements and/or expectations of the Recruiter, that the Refugee Pool will be available on an uninterrupted, timely, secure and error-free basis, that the results obtained through the use of the Refugee Pool will be accurate and reliable, and that errors in the Refugee Pool will be corrected.

§ 9 Copyrights and rights of use

(1) The Provider is entitled to all copyrights, rights of use and other rights to the information, texts, images, programs, trademarks and other industrial property rights used in the Refugee Pool. This does not apply to information, texts, images, programs, trademarks and other industrial property rights of third parties provided by the Provider.

(2) The Recruiter is not entitled to remove, cover and/or change legal notices (e.g. copyright or trademark notices).

§ 10 Final Provisions - Place of Jurisdiction

(1) Should any individual provision of these GTC be invalid, the other provisions shall remain in effect.

(2) The contractual language is German. German law shall apply.

(3) In the case of merchants within the meaning of § 1 of the German Commercial Code (HGB), legal entities under public law or special funds under public law, the Provider's place of business is agreed as the exclusive place of jurisdiction for all claims arising between the parties from or due to the use of the Refugee Pool. The same applies to persons who do not have a general place of jurisdiction in Germany or persons who, after registering for the Refugee Pool, have their place of residence or habitual abode outside of Germany or whose place of residence or habitual abode is unknown at the time the action is filed.

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