

Conditions of Participation and Conduct Refugee Pool for Applicants at www.stellenportal-solingen.de

§ 1 Scope and provider

(1) 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 (hereinafter referred to as the **Provider**), operates 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 municipalities.

(2) The following Terms and Conditions of Participation and Conduct of the Provider apply to all free information offers of the Refugee Pool for Applicants. Pursuant to Section 13 of the German Civil Code (BGB), an applicant is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his/her commercial nor to his/her independent professional activity. By registering/logging in to the Refugee Pool, the applicant accepts the following terms and conditions.

(3) Within these conditions of participation and conduct, the differentiation of the term "applicant" in female, male or diverse form is not used. The term "applicant" refers to both genders or is to be understood as diverse.

(4) These terms and conditions do not apply to entrepreneurs pursuant to § 14 BGB. If they are interested, they can register via the portal functions for companies or contact the Provider via other means of communication.

(5) Provider and agreement partner: Wirtschaftsförderung Solingen GmbH & Co KG Grünewalder Straße 29 - 31 D-42657 Solingen. Further contact details can be found in the imprint.

(6) The Applicant may access, print out, download and save these Terms and Conditions of Participation and Conduct at the Refugee Pool under the link "GTC" or "Terms and Conditions of Participation and Conduct" at any time.

§ 2 Scope of services and registration

(1) The Refugee Pool offers applicants the opportunity to present themselves to companies located in the Bergisches Städtedreieck Solingen-Remscheid-Wuppertal as competent applicants for a training position or job.

(2) Under the heading "Registration as a new applicant", the applicant can fill in the registration form. The applicant creates his applicant profile with all required data.

(3) Required information in the registration form are title, first and last name, e-mail address and password. It is possible to provide an anonymous e-mail address. The applicant is responsible for creating an anonymous e-mail address. Further data such as the homepage, job information as well as the presentation of the applicant can be given voluntarily. Application documents (applicant photo, resume, certificates, etc.) can be added to the applicant profile after successful registration.

(4) The applicant profile is published anonymously, i.e. without providing the personal data, except for the e-mail address provided by the applicant. Before the applicant profile is published, the applicant must answer the questions posed in the guide and marked with a red asterisk.

(5) After registration, the Provider shall check the information provided by the Applicant. After successful verification, the provider confirms the registration by e-mail to the e-mail address provided by the applicant. The applicant activates his applicant profile by following the link in the provider's confirmation email.

(6) If the applicant is already registered with the Refugee Pool, he or she can log in with his or her e-mail address and password and go directly to his or her profile view.

(7) Data true and complete: The applicant warrants that all data provided by him/her during registration and in the applicant profile is true, correct in content and complete. The applicant is obligated to notify the provider immediately of any changes to his/her user data or to correct them himself/herself online at the Refugee Pool.

(8) Password: During registration, the applicant chooses a password. The password can be changed at any time in the applicant's profile view. The applicant can request a forgotten password from the provider again. The applicant is obliged to keep his password secret. If there are indications that an account is being misused by third parties, the applicant is obliged to inform the provider immediately. The applicant is liable for all activities carried out using his/her account.

(9) Confirmation of terms and conditions: In the course of the registration process, the applicant will be asked in each case to confirm, by placing a "check mark", that he/she has read and accepts these Conditions of Participation and Conduct and the Privacy Policy. These declarations will be stored by the provider.

(10) The Provider reserves the right to check, filter, change, reject and/or delete content and/or applicant 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 applicant may not register again.

§ 3 Terms of use of the comment functions

(1) Anyone who uses the comment functions or functions for uploading graphics or images as a registered applicant must fulfill the following conditions:

(2) The contributions, films and photos may NOT contain - after free and exclusive assessment by the provider or the commissioned examiners:

- a. commercial advertisements of any kind
- b. erotic personals
- c. Abusive criticism
- d. Denunciations - especially of certain companies or persons
- e. insulting hostility
- f. political, religious, racist, pornographic or discriminatory content.

- g. Calls or announcements for demonstrations or violence
- h. morally and ethically offensive remarks
- i. direct or hidden advertising for third-party products or services of any kind; this also applies in particular to advertising for medicinal products, medical devices and food supplements
- j. Links or references to other websites or e-mail addresses
- k. Violations of legal regulations

(3) Photos, videos or graphics must also meet the following conditions:

- a. The applicant must have taken the photo or video himself/herself and with authorization or be authorized by the respective rights holder to exploit the photo.
- b. The applicant must be authorized to publish the photo on the portal. If persons are pictured, they must either not be identifiable or the consent of all persons pictured must be available for publication on the Refugee Pool without restrictions.
- c. Interior shots of restaurants, hotels, apartments must have been taken with the permission of the owner, lessee or operator of the building.
- d. Generally prohibited are: Photographs of identifiable children, even if parental consent has been obtained; photographs of persons who are drunk or under the influence of other drugs, even if legally valid consent should be obtained; product photographs or photographs that identify the manufacturers of drugs, medical devices, food, dietary supplements or beverages.

(4) The applicant is solely responsible for the contributions, graphics, videos, photos, etc. received under his registration.

(5) In the event of violations of the above conditions, the posts and the applicant profile can be deleted with immediate effect without prior notice. The offending applicant will be excluded from further participation in the Refugee Pool with immediate effect and without prior notice. This also applies to new registrations of the excluded applicant. A virtual house ban will be issued. The right to claim damages is reserved.

§ 4 Changes to the free offers

The provider reserves the right to limit the free services, applicant profiles, forums and other offers for a limited period of time and to functionally restrict, expand and/or abandon them.

§ 5 Obligation to check and report

(1) No obligation on the part of the Provider to check: The provider is not obliged to check the entries and contributions of the applicants of the Refugee Pool.

(2) Reporting of violations: Each applicant has the opportunity to report incorrect contributions or contributions that violate these Conditions of Participation and Conduct to the Refugee Pool to the Provider. The Provider will review these reports and take the necessary steps immediately.

§ 6 Indemnification in case of infringement of third party rights by the Applicant - Liability of the Provider

(1) Indemnification: The applicant indemnifies the provider against all claims, including claims for damages and legal costs, which other applicants or other third parties assert against the provider due to an infringement of their rights by the content posted by the applicant on the Refugee Pool. This applies in particular to claims directed against the Provider for violation of criminal law, competition law or advertising law regulations.

(2) Liability for information provided by other third parties to the Refugee Pool: The information provided by other third parties, in particular by companies or recruiters, is provided by them under their own responsibility. The provider expressly assumes no liability for the accuracy of this information.

§ 7 No conclusion of contracts via the provider

(1) All possible contracts via the Refugee Pool are only brokered by the Provider.

(2) This portal forwards the applicant for a possible contract conclusion only to the page of the recruiter or forwards the contact data of the recruiters. These are the contract and contact person of the applicant.

§ 8 Termination of Participation and Use of the Refugee Pool Services

(1) Participation and use of the services of the Refugee Pool may be terminated by the Applicant and the Provider at any time without giving reasons.

(2) The applicant may terminate his/her participation in the Refugee Pool by using the deletion functions in his/her profile view or by declaration in text form. This declaration is to be sent to a) as an e-mail: info@stellenportal-solingen.de or b) by letter: Wirtschaftsförderung Solingen GmbH & Co. KG, Grünewalder Straße 29-31, 42657 Solingen, Germany.

(3) Consequences of termination of use: Upon termination of participation and use of the services of the Refugee Pool, the applicant's profile will be deleted, and comments and other contributions by the applicant will be removed. The applicant's personal data will be deleted within the statutory periods. The provider assumes no liability for any loss of data of the applicant associated with the termination of participation.

§ 9 Final provisions

(1) Should any individual provision of these Terms and Conditions of Participation and Conduct be invalid, the other provisions shall remain in effect.

(2) German law shall apply.

(3) The language for declarations by the Candidate and the Provider shall be German.