

Placement24 terms and conditions

Version: 06/2007

Placement24 is a service of Placement24 GmbH (P24), Manager Tonio Riederer von Paar and Fabiano V. Maturi, Düsseldorf. The registered users of the offer are designated as users. They keep a user account with their relevant information at Placement24. (Issue: 06/2007)

For partners: Please read the special terms and conditions for partners
» Partner terms and conditions

I. Scope of application

Participation in the Placement24 service is exclusively based on the following conditions related to P24.

II. Registration

Registration is accomplished by completing and sending the online registration over the Internet. When sending the registration, the user agrees with the terms and conditions of Placement24 and the storage of data.

III. Subject, scope and obligations

1. P24 forms an interface between candidates and personal consultants/headhunters (partners and companies (partners)). P24 aims to bring together candidates, personal consultants/headhunters and companies involved with careers.

The focus is on the release and matching of candidate profiles with partner profiles and offers (job advertisements, search filters). P24 saves (personal) information of the user.

P24 provides the opportunity to apply for jobs anonymously. The partners can view candidate profiles and contact candidates via the P24 system. The candidate can control the degree of anonymity using his/her saved data in the profile and CV. The information saved in the master data is only forwarded to individual partners if the candidate so desires.

All users agree to the storage and release of their general data (no private contact data) and their candidate profile. When registering the user explicitly agrees to the release of such data for the purpose described herein.

2. To optimise the services for registered users and increase coverage, P24 collaborates with partners. However, personal user data is not forwarded to third parties. Unsolicited forwarding of data by the users is not affected by this.

3. The user can change or delete his/her saved data at any time.

4. The user is obliged to immediately inform P24 if he/she has found new employment or is no longer interested in the job application. In this case, P24 is entitled to deactivate the candidate profile.

5. The partner is obliged to only provide current and existing offers in the system. Furthermore, the partner is obliged to use all information generated from the system exclusively for current placement activities. The partner guarantees that a verifiable search request of a company is provided for each approach of a candidate. The partner is obliged to document this individually for P24 on request. In particular, the collection and storage of data from this system and the approach of candidates for product advertising purposes without written approval of P24 is strictly prohibited. In this case, P24 is entitled to deactivate the partner account. Claims for further damages against the partner are not affected by this. Finally, the partner confirms that he has already been active on the market for at least 5 years and is prepared to verify this with references.

6. For reasons concerning integrity and respect for users and partners, P24 shall conduct confidential spot checks of user and partner data. Furthermore, spot checks shall be conducted for information sent between users. These checks are only used for internal checking purposes. P24 reserves the right, in the case of considerable doubt about the correctness of information given or misuse of the system for advertising messages, to delete data and deactivate the user account after notification. Before deletion, the user receives a notification with the request to provide a statement within one week. Damages from data deletion against Placement24 is limited to maximum amount of the membership fee already paid less any costs incurred.

IV. Termination, period of validity, right of cancellation and cessation of services

Termination

1. Users and partners can terminate their free user account (basic) at any time. In this case, the account is immediately deactivated on request. Otherwise, free and paid (premium) membership is unlimited.

Paid membership is settled as a club membership at regular intervals at the start of the interval (billing interval). The period of validity of the billing interval is chosen by the user when making a transaction.

Paid membership can be terminated at any time up to four weeks before the end of a billing interval as of the end of this interval. If membership is not termi-

nated, the next billing interval starts automatically with the same validity period and the same conditions (automatic extension). The total amount is always due at the start of the validity period. Notice of termination must be sent by fax or post. A refund in full or part of any fees potentially paid is not possible at the end of 14 days after the transaction. Within the 14 day period, a refund is only possible if the service was not yet utilised. If the placement service booked or booked within the context of a package, it will be fully charged at the end of 24 hours after the booking as the profile title was sent within this period.

2. Right of cancellation

2.1 Cancellation

The user can withdraw registration for the free or premium membership within two (2) weeks in writing (by letter or fax) without giving any reason. The period starts after activation of the membership by P24, but at the earliest when this instruction is received. Furthermore, the user can cancel registration for premium membership within two (2) weeks in writing (by letter or fax) without giving any reason after changing from free membership to premium membership. The period starts after activation of the premium membership by P24, however, at the earliest when this instruction is received.

It is sufficient to dispatch the notification of cancellation in due time to meet the cancellation period in any of the aforementioned cases. Cancellations can be sent by post to Placement24 GmbH, Kronprinzenstraße 97, 40217 Düsseldorf, Germany. Cancellations can also be notified using the contact form accessible from any page of the P24 website or by sending a fax to P24. The fax numbers of P24 are sent to the user after registration by e-mail and can be found at <http://www.placement24.com/>

2.2 Early expiration of the right of cancellation

According to section 312d par. 3 BGB (German Civil Code) the user's right of cancellation expires before the expiration of the two week cancellation period according to article 3.1 if P24 has started conducting services for which the user has registered with the explicit consent of the user or if the user has used the services of P24 for which he has registered. (e.g. the user has made use of the services of P24 that P24 has provided to the user within the context of the membership chosen by the user when registering). This applies particularly for the placement service (sending profile titles to all partners).

2.3 Consequences of cancellation

In the case of a valid cancellation, both parties have to return the received goods or payments as well as any derived benefits (e.g. interest). If the user cannot return the received goods in full or part or only in a degraded condition to P24, he must pay compensation to P24 as required. The user must meet any obligations for refunding payments within 30 days after sending cancellation notification.

3. P24 is entitled to terminate the contractual relationship in well-founded cases. Termination results in the deletion of user data and has to be notified within 14 days at the discretion of P24 per e-mail to the e-mail address of the user or by registered letter.

4. Termination on behalf of P24 can occur without a separate notification when one or more of the following points are violated:

- The information given is incorrect.
- The user and partner use the system for advertising purposes.
- The user does not agree with a change to the terms and conditions.
- The user uses Placement24 for distributing morally and ethically objectionable, political, religious or advertising content
- The registration time has expired without extension, the user is not ascertainable or does not pay his fees.
- The user does not update his data even after repeated requests.

Furthermore, termination is also possible due to important reasons according to section 314 BGB. In such cases, the account is deactivated immediately without notification.

5. For security reasons, P24 is entitled to block access until the issue is clarified.

6. If the user or partner has revoked a payment or has specified incorrect or old bank data for a payment and costs are incurred by P24, then he bears the bank cost for the debit (5.56 Euro) and an additional processing fee of 15 Euro.

7. The user has the right of cancellation within 14 days after conclusion of the contract according to the Distance Sales Act. Withdrawal from the contract must be asserted against Placement 24 in writing and by registered letter with the original signature.

V. Warranty, liability

1. P24 has no influence on the transport of data over the Internet or WWW. Re-

Regardless of the basic security measures, P24 can not guarantee that messages sent are received correctly or safely by the recipient or are correctly displayed if a fault occurs with the message transfer outside of the P24 server. Furthermore, the P24 offer is designed for the latest version of the Internet Explorer browser. The correct display of information on other browsers can not be guaranteed.

2. When it does not concern essential obligations from the contractual relationship (cardinal obligations), P24 is only liable for damages that are based on a violation of duty that is intentional or grossly negligent within the context of the terms and conditions and that are typical damages within the context of predictability.

3. The limit of liability also applies to damages caused by a legal representative or vicarious agents of P24.

4. As for the rest, P24 shall be responsible – due to any legal cause - for complying with relevant statutory regulations and this contract provided that liability for slight negligence is excluded.

5. Any liability for official measures, work conflicts, accidental damage and force majeure which are not the fault of P24 is excluded.

6. The maximum liability for third parties on the part of P24 is limited to payments made by this third party to P24.

7. Placement24 strives for serious content. However, Placement24 must exclude any liability for contents (including candidate information/documents), links, recoverability and virus-free activity of third party offers and offers from its users.

8. The court of jurisdiction for any litigation is – if permissible - Düsseldorf.

VI. User performances

1. In order for Placement24 to operate perfectly for all users, the users must ensure that P24 is informed within one month of any changes to their data or bank information. If P24 has to make any of its own inquiries to find any changed data, a fee for the bank costs incurred for the wrong debit (5.56 Euro) and an administrative fee for this inquiry service (15 Euro) will be charged.

2. The user is entitled to utilise the services provided. The user may have agreed upon a direct contract with an external provider. In this case, the user exempts P24 from any claims by third parties due to the misuse on the part of the user.

VII. Data protection

1. Personal data that P24 collects or processes within the context of registration and for conducting services is only used by P24 in the manner that the user has agreed upon or that has been instructed or allowed by a legal provision (BDSG).

VIII. Changes to the terms and conditions

1. P24 is entitled,

a) should a condition become ineffective, to add or replace the condition which is effective for existing contracts

b), for changes to legal regulations or higher court jurisdiction that apply to one or more conditions of the contractual relationship, to adjust the applicable conditions according to the purpose of the regulation or jurisdiction as long as the user is not at more of a disadvantage due to the new or changed condition under the original condition.

2. Should P24 change the terms and conditions based on clause 1, the user can object to the change within 21 weekdays after receipt of the notification of change; P24 will explicitly advise the user of this option. Furthermore, P24 shall notify the user that the changes to the terms of use will be valid with immediate effect if the user does not state otherwise in due time.