

# GENERAL TERMS AND CONDITIONS

for free usage of the platform of PRO ACADEMY for your job advertisements

## § 1 SCOPE OF VALIDITY

(1) PRO ACADEMY is a division of Kässbohrer Geländefahrzeug AG Laupheim (hereinafter referred to as "we" or "PRO ACADEMY"). Through its website (<https://www.proacademy.info/de/arbeiten-im-schnee.html>), PRO ACADEMY provides customers with the opportunity to publish job advertisements and to link these advertisements to their own websites free of charge and WITHOUT COMMITMENT.

(2) The following General Terms and Conditions apply exclusively to the publication of one or more job advertisements for the purpose of distribution through the website of PRO ACADEMY .

(3) Our General Terms and Conditions apply exclusively; contradictory or deviating Terms and Conditions shall not be part of the Agreement unless PRO ACADEMY expressly agrees to their validity in writing.

## § 2 AD PLACEMENT

To publish a job advertisement on our website, the customer shall send it to **jobportal@proacademy.info**. Once the job advertisement has been received and then checked and uploaded by us, the customers receive a notification.

The job advertisement shall contain a link to the customer's own website or the customer's e-mail address or the phone number for a contact person. The job advertisement can be submitted in the form of a Word document or a PDF file

## § 3 RIGHT OF REFUSAL

(1) PRO ACADEMY reserves the right not to publish job advertisements or to remove job advertisements that have already been published online, in particular if the contents to be published are in breach of legal mandates, official prohibitions, third party rights or are immoral or are in breach of the General Terms and Conditions of PRO ACADEMY ("Impermissible Contents"). The same applies if, on order of Customer, links are set that directly or indirectly lead to pages with impermissible contents.

(2) As a rule, the following rules in particular apply to the publication of job advertisements:

1. Employers shall be registered in the commercial register.
2. No publication of what are called "job opportunities".
3. No publications for multi-level marketing or structure selling.
4. No publication of job openings that are assigned to a telephone number or faxback that incurs a fee.

5. No "non-serious" offers.

(3) PRO ACADEMY shall be entitled at any time to modify the offer of its job portal without prior announcement or justification. PRO ACADEMY shall be entitled at any time to dissolve the job portal at any time and without prior warning or notice.

## § 4 CONTENTS OF THE ADVERTISEMENTS, THIRD PARTY CLAIMS

(1) Customer alone shall bear responsibility for the content of the text and image documents made available for placing the advertisement, in particular the correctness and legal permissibility of this content. PRO ACADEMY shall not be obligated to check the content of the advertisement to ensure that it is legally permissible and does not breach third party rights. Customer shall be obligated, upon first demand, to release PRO ACADEMY of third party claims that may arise against PRO ACADEMY in any way from the implementation of the advertising order.

(2) Customer confirms that it has obtained all usage rights to the documents and data submitted by Customer from the holders of copyrights, ancillary copyrights and other rights with respect to posting content online or that it is able to use said content freely.

(3) To the extent that protected rights are used in the course of publishing the advertisement, the approval for their use is hereby granted. The customer assures that it is authorized to grant approval.

## § 5 USAGE RIGHTS

For advertisements and banners that have been created by Customer or by third parties commissioned by Customer, PRO ACADEMY receives the usage right to the extent that PRO ACADEMY is able to publish this content on - <https://www.proacademy.info/de/arbeiten-im-schnee.html>.

## § 6 PLACE OF PUBLICATION, LINKING/) FRAMING

(1) The job advertisement shall be published on the website of PRO ACADEMY under the domain proacademy.info

Because publication is free of charge, however, Customer shall have no legally binding claim to publication and/or special placement of its advertisement.

(2) Furthermore, we shall be entitled but not obligated to distributed the job advertisement elsewhere, in particular through fax, email, fax-on-demand or telephone, specifically to potential applicants and providers. This shall constitute additional and voluntary services by us for which neither Customer or the interested parties shall be subject to costs.

(3) Upon written request by the Customer, the advertisement shall be removed from the Internet by us in a timely manner. If the advertisement is linked to the homepage of

Customer or to the pages of other providers, then it shall no longer be available; however, a claim against PRO ACADEMY cannot be derived from this.

## § 8 GUARANTEE AND LIABILITY

(1) The option to publish job advertisements on the PRO ACADEMY website and to link to them is being offered purely as a courtesy service of PRO ACADEMY to your customers and any contractual liabilities shall be excluded

(2) PRO ACADEMY excludes any guarantee for this reason.

(3) The liability of PRO ACADEMY is limited to intend and gross negligence as the standard of liability, provided that due diligence is applied.

(4) In the case of claims in accordance with the Product Liability Law as well as for any damage to life, body or health, Contractor is liable in accordance with the legal provisions

## § 9 SAFE KEEPING OF TEMPLATES - ARCHIVING OF ADVERTISEMENTS

(1) Templates for advertisement creation submitted to us by Customer shall be returned by us to Customer only upon special written request at the time of order placement.

(2) We shall not be obligated to save the placed advertisement.

## § 10 JOB UPDATE

(1) We shall grant any person access to the advertisements submitted for the purpose of publishing.

(2) However, we exclude mediation work and shall make **no applicant database** available. Applicants who show interest shall be advised to get in direct contact with the customer responsible for the job advertisement.

(2) A claim to the service and a job update, i.e. the alignment of the data with the job advertisements placed online, shall not exist.

## § 11 DATA PROTECTION

Customer hereby consents to our saving of Customer's personal data in a form readable by machines and automated processing of said data for contractual and acquisition purposes.

We provide a link at this point to the Data Privacy Statement of Kässbohrer Geländefahrzeug AG: <https://www.proacademy.info/de/footer/datenschutz.html>

## § 12 PLACE OF PERFORMANCE, PLACE OF JURISDICTION, MISCELLANEOUS

(1) The place of performance and place of jurisdiction is the headquarters of Kässbohrer Geländefahrzeug AG.

(2) Subsidiary agreements, modifications and additions shall be made in writing in order to be effective.

(3) The law of the Federal Republic of Germany shall apply to all legal relationships of the parties to the Contract.