

General Standard Terms and Conditions for www.sport-job.de

§ 1 Scope and Object of the Contract

1.1

These terms and conditions apply to all legal relationships that "Sport-Job" GmbH (hereinafter called "Sport-Job") enters into with companies (hereinafter called "customers") or with job seekers (hereinafter called "applicant"). Other terms and conditions than those of "Sport-Job" shall only be subject matter of the contract, if this is in individual case explicitly agreed in writing between the parties.

1.2

"Sport-Job" and the customer exclusively perform their mutually promised agreements of the contract on the basis of these general standard terms and conditions as well as those on the price list published on the homepage www.sportjob.de.

§ 2 Conclusion of the Contract

The contract with the customer is concluded when "Sport-Job" confirms the adoption of the contract in writing or by email or when they publish the object of the agreement in the internet. Changes of the contract as well as declarations and individual instructions in principle require the written form in order to be effective. Email via electronic signature or telefax meet the written form requirements.

§ 3 Service Descriptions

3.1

The contract obliges "Sport-Job" to in accordance with these terms and conditions to publish the contractually agreed products (service elements). The duration of publication takes at least 20 of 24 hours every day. Furthermore, the respective performance descriptions of the specific conditions of "Sport-Job" shall be valid.

3.2

"Sport-Job" does not grant exclusion of competition.

§ 4 Contractual Basis

4.1

"Sport-Job" endeavours to optimize the responses to the advertisements of the customer as well as to increase the quantity and quality of the available requests. This also includes the entering into cooperations both online and offline. The customer agrees that the service elements will be published online or offline in print, sound or picture by "Sport-Job". They will be published all or part of it and as well in the corresponding offers of cooperation without consultation with the customer.

4.2

The customer's rights from the contract are non-transferable and not assignable. A contract transfer by third parties requires the approval of "Sport-Job".

4.3

The customer agrees to receive questionnaires to improve the customer service, info mails and further commercial communications by "Sport-Job" by email or post and even after the expiry of the contract. This consent to "Sport-Job" may, at any time, be revoked informally with effect to the future.

4.4

The customer commits himself to provide "Sport-Job" all information and documents that are required and expedient for the realization of the objectives described in the contract. This means in particular the delivery of advertisement and layouts in digital form. This also includes that the customer informs "Sport-Job" on time, if one of the service elements commissioned by him is no longer current. Furthermore the customer shall be responsible for all obligations to cooperate that are necessary to fulfill the contract. If these conditions are not fulfilled in time, the term of performance shall be adequately extended by "Sport-Job".

4.5

"Sport-Job" does not assume responsibility for delivered data, advertisement or respective storage media and is particularly not obliged to keep or return them back to the customer.

4.6

The customer has to configure its infrastructure in accordance with the current state-of-the-art technology so that it is neither objective for nor originator of disturbances that are suitable to interfere with the internet service offered by "Sport-Job" or its access provider domainfactory GmbH (Oskar-Messter-Strs. 33, 85737 Ismaning) or that generally impair a smooth and faultless computer network.

4.7

The customer shall warrant that all contents provided to "Sport-Job" for publication on the internet are free of third-party rights. The customer shall indemnify "Sport-Job" against third party claims in this respect at first request. The same applies to claims the access provider of "Sport-Job" asserts against "Sport-Job".

§ 5 Rights of "Sport-Job"

5.1

"Sport-Job" is entitled to occupy vicarious agents in order to provide its own services.

5.2

The contract entitles "Sport-Job" to use the customer data in anonymized form for trend analysis and overview.

5.3

"Sport-Job" reserves the right not to carry out an order given by the customer or to remove already published service elements in the internet without prior warning, if the contents contravene legal requirements, official prohibitions, third-party rights (in particular copyrights), the principles of morality or if they are unreasonable for "Sport-Job" for other reasons. The same applies, if commissioned links or links for which the customer is responsible are set on service elements that lead indirectly or directly to webpages with illegal contents. Links that lead to webpages with pornographic content, are on the same level with links on webpages of illegal content. Linking is on the same level with framing, which means contents disguised as own offers of other internet providers with the aid of frames. The customer's duty of payment remains unaffected by the removal of the concerning contents.

5.4

In the case of § 5.3 "Sport-Job" shall be free to forward the relevant facts immediately to the competent authority. In that case the customer shall be immediately informed.

5.5

As far as "Sport-Job" is occupied due to illegal contents or other infringements of law for which the customer is responsible, the customer shall indemnify "Sport-Job" upon initial request. Such release shall also include the necessary costs for legal prosecution.

§ 6 Remuneration

The remuneration for the service to be delivered by "Sport-Job" is determined by pricelist published on www.sport-job.de by "Sport-Job". The pricelist having been published on www.sport-job.de at the time of creation of the contractual offer submitted to the customer, is decisive. Prices for services that are not to find at that webpage, shall be subject to an individual agreement between "Sport-Job" and the customer.

§ 7 Additional Costs and Terms of Payment

7.1

With the remuneration according to § 6 all additional costs incurred by e.g. email, telephone, telefax, data transfer, postage and copies shall be satisfied to the usual extent. The usual scope is measured according to the respective customary practice. Correction and editing costs arisen due to incorrect data transmission or data delivery, shall not be satisfied. As far as the additional costs exceed the usual extent because of individual orders, "Sport-Job" will indicate this to the customer. The customer shall be obliged to reimburse for the additional costs, as far as these are required for a proper performance of the services, even if he does not approve them.

7.2

The billing will be made at the latest 14 days after conclusion of the contract. This shall also apply if there has not been rendered a service element until then and if the customer is responsible for this. The pecuniary claim shall be due without any deductions within 10 days after receipt of the invoice. In the case of payment default or deferment, interests at the rate of 10% above the discount rate of the European Central Bank and collection costs shall be charged. In case of delay in payment "Sport-Job" is entitled to defer the publication of individual service elements until full payment. This does not apply as far as the customer has the right of retention.

7.3

In case of installment payment, which has to be agreed each individually, the whole amount will become due under the conditions stipulated in § 7.2, if an installment is not paid within 30 days after the due date.

7.4

All prices are quoted before value added tax of the UStG (German law on turnover tax) which is valid at the time of invoicing. In case of international traffic with companies, the transmission of the respective value added tax ID of the customer shall be communicated at first request.

§ 8 Copyright and Industrial Property Rights

8.1

This contract does not imply the transfer of property and use, licences or any other rights. All rights to the used software, to marks, titles, trademarks rights, copyright and other commercial rights shall remain entirely with "Sport-Job".

8.2

All results of the work and all information published by "Sport-Job" are subjected to copyright of "Sport-Job". On ordering the publication of job advertisement, "Sport-Job" shall receive the exclusive data base rights of the customer's job advertisement published by "Sport-Job".

8.3

The customer shall bear sole press law and competition as well as any other responsibility for the contents delivered by it. By placing the order the customer confirms that all rights of use, copyright, ancillary copyright and any other rights to the documents and data, provided by the customer, which are required to place information in the internet, are acquired and that he may dispose freely of them.

§ 9 Guarantee and Default Towards the Customer

9.1

"Sport-Job" shall ensure the implementation of the services which are commissioned by the customer and provided and published in the internet by "Sport-Job", in accordance with the usual technical standards. "Sport-Job" is endeavoured to create a faultless program for achieving this objective. However it is known to the customer that with the current stage of technology it is not always possible or makes no economic sense to create an interference-free program. Therefore, "Sport-Job" does in particular not accept responsibility for errors caused by the use of unsuitable display software or hardware (e.g. browser), by disturbances in the communication networks of other operators (in particular by access providers), by failure of an online service, by incomplete and/or not updated services on so-called proxy servers (cache) of commercial and non-commercial providers or by failure of the ad server.

9.2

Warranty claims are not deemed to be permissible for only minor deviations from the agreed properties or for minor impairment of the utility. Layout deviations, in particular, shall not justify a claim by the customer, in so far as these are minor. Defects shall be notified by the customer in writing immediately, at the latest within 7 days after publication of the service elements in the internet. "Sport-Job" shall first attempt to rectify the defects through subsequent improvement. Only when this attempt fails, the customer may claim reduction of payment or make use of its legal right of withdrawal. In repeated cases the customer is entitled to cancel the whole contract with effect for the future. The contract cannot be cancelled with effect for already published service elements. A compensation claim besides an asserted right of reduction and withdrawal is excluded. Claims for compensation according to § 10 shall remain unaffected.

9.3

When "Sport-Job" comes in delay, the customer may if he can provide credible evidence of the damage established due to delay – claim a compensation for every completed week of the delay of 0.5% each, in total, however, no more than 5% at the maximum of the price of the not timely published service elements. Claims for compensation arising from delay in performance or instead of performance, which go beyond the limits mentioned above, are excluded. This does not apply for liability in the event of intent or gross negligence, due to injury to life, body or health (§ 823 paragraph 1 BGB [German Civil Code]). Any further claims or other than those stated in these conditions in connection with delay in delivery and performance are excluded.

9.4

The customer undertakes, at the demand of "Sport-Job", whether as a result of the delay in delivery, it continues to insist on the delivery and/or which other rights it is going to assert.

§ 10 Liability Towards the Customer

10.1

Beyond essential contractual obligations "Sport-Job" shall not be liable for slight negligence. In case of gross fault on the part of "Sport-Job" or of its vicarious agents, the liability shall be limited to the foreseeable and typically occurring damage; further claims for compensation as for example for consequential damages, loss of profit or other financial losses of the customer, are excluded. The liability for damages relating to injury to the life, limb or health is not limited.

10.2

"Sport-Job" shall not be liable for downtimes and disturbances which lie beyond their sphere of influence. For technically related downtimes occurring during the day and for which "Sport-Job" is responsible, the term of the contract shall be extended by the term of downtime, provided that this time exceeds one hour in the week. This shall not apply with failures due to force majeure.

10.3

Furthermore, "Sport-Job" shall not be liable for a minimum number or minimum quality of applicants, as well as for investments that have been undertaken by the customer, for example in confidence in a minimum number of applicants, in the course of this offer.

§ 11 Impossibility and Withdrawal

11.1

In case of impossibility of the service the customer may claim for compensation, unless "Sport-Job" is not responsible for the impossibility. The compensation shall be limited to 10% of the value of those service elements that could not have been performed due to the impossibility.

11.2

The customer's right to terminate the contract in accordance with the statutory provisions remains unaffected.

11.3

As far as unforeseen events or force majeure among which a longer server failure or an enduring interruption of the communication network is ranked as well, and for which "Sport-Job" is not responsible, the contract shall be amended in accordance with the principles of good faith. As far as this is not justifiable from an economic point of view, "Sport-Job" may withdraw from the contract, if it informs the customer immediately about the non-availability of the service. Advance payments made by the customer for non-available services shall be refunded by "Sport-Job" immediately.

§ 12 Privacy and Data Protection

12.1

"Sport-Job" shall keep all data designated as confidential, which it received from the customer, secret during the period of the contractual relationship and up to one year following the end of the contract.

12.2

With the conclusion of the contract it will at the same time be agreed on the mutual observance of all applicable data protection laws.

12.3

The customer is hereby informed accordingly data protection law in the latest version in force, that "Sport-Job" will collect its data in machine-readable form and process it for contractual purposes.

12.4

The customer, if using IDs, passwords, usernames or other safety devices that are provided in connection with the use of the offered services, is obliged to exercise the greatest possible care and to take every measure which is suitable to ensure the confidential and safe handling with the data and to prevent the disclosure to third parties. For the use of its passwords or usernames by third parties, the customer will be called to account, if it cannot demonstrate in a sustainable manner that it had caused the access to the data by gross negligence. The customer shall be committed to "Sport-Job" to report an unauthorised use of left access possibilities to the services,

immediately. In case of violation of one or more obligations mentioned in these terms and conditions by the customer, "Sport-Job" shall be entitled and obligated to terminate the services immediately without further notice and to remove them from the webpage without, in doing so, renouncing the payment obligations of the customer. This does not apply, when the customer is entitled to a legal right of retention.

§ 13 Contract Period

The contract enters into force with the conclusion of the contract according to § 2. It shall end with the expiration of the agreed period. With the end of the period, all claims of the customer for the performance of service elements shall end simultaneously. At the same time the right of the customer to call performance claims that had not yet been compensated before the expiration of the period, shall cease.

§ 14 Final Provision

All legal relationships between "Sport-Job" and the customer or applicants are exclusively subject to German law. Place of fulfillment and place of jurisdiction are Cologne. Should one or more provisions in these general terms and Conditions of trade be invalid or should this be the case in the future, they shall be replaced with provisions which come as close as possible to the invalid provisions or to the provisions that have become invalid.