

Terms of use for Job Sharers

§ 1 Description of the platform, scope of the terms of use

- Tandemploy is a job sharing platform for employees and employers and is operated by Tandemploy GmbH, Choriner Straße 3, 10119 Berlin ("Provider"). The platform is available on the Internet at www.tandemploy.com ("Platform"). The aim of the platform is to bring together registered employees ("users") and registered companies ("companies") who are interested in job-sharing positions.
- The provider offers users the opportunity to present themselves or together with other users ("tandem") for purposes of job search on the platform. The provider gives users the technical possibility to use the platform within the framework of the functionalities provided by it and to publish contents themselves. In particular, the user has the opportunity to identify job-sharing-friendly companies, to find suitable job advertisements for his profile and to apply individually or as a tandem to companies.
- These Terms of Use apply to the use of the Platform and all Content and Features available through the Platform by the User.
- The use of the platform takes place exclusively on the basis of these conditions of use, as far as between the offerer and the user in the individual case no deviating or supplementary agreements in text form (§ 126b BGB) were made.
- For certain functions or areas of the platform, additional conditions may apply. This applies in particular if individual services are provided to the user only for a fee. Such supplementary conditions shall be notified to the user prior to the first execution of the respective function or service. By executing or using the function or the service, the user agrees to the respective supplementary conditions and accepts them as binding.
- The current General Terms of Use can be found at www.tandemploy.com/en/terms-job-sharers/.

§ 2 conditions of use and contractual relationships

- The use of the platform requires users to open a user account and create a profile. The registration requires the specification of a valid email address and a user-defined password ("login data"). The login data is required by the user to log in after activating his profile and to access the functions of his profile.
- The presentation of content and functions of the provider on the website or in other media of the provider is not a binding offer by the provider. By clicking the button "Register Now" in the registration process, the user makes a legally binding application for conclusion of a free license agreement and recognizes present Terms of Use as binding. A contract with the provider comes about by the user account is unlocked.
- The email address of the user serves at the same time the communication of the provider with the user, in particular for the transmission of information about changes of the conditions of use or other system messages. Messages sent to the e-mail address specified by the user are deemed to have been received, as far as they have been sent by the provider and no error message justifies doubts about the access.
- The provider is not obliged to conclude a contract with the user.
- A user profile is always personal and bound to a natural person.
- The user assures that the information provided during the registration is accurate, complete and not misleading. In particular, no data may be entered by third parties.
- The user may not register multiple times and assures that they have not yet registered on the platform.

- The user assures that he is of legal age at the time of registration.
- The provider merely provides the platform and does not itself become party to any contracts between users and companies or users.

§ 3 Subject matter and scope of platform usage

- The provider grants the user access to the platform for the duration of the contract and the possibility of using his user account and the respective available functionalities of the platform.
- The provider is free to restrict access to the platform and to individual functionalities at any time, to exclude or to make it dependent on the payment of a fee. The Provider reserves the right to restrict access to the Platform and its functionality for security, maintenance, capacity, and similar reasons.

§ 4 General obligations of the user

- The user is obliged to use only truthful, complete and not misleading information when using the platform.
- The user is obliged to immediately understand any changes made to the registration or the use of the user account by updating his profile accordingly. This concerns in particular status information related to the job search.
- The user ensures that the e-mail account specified by him (as of the time of the specification) is reachable and in particular that due to forwarding, decommissioning and overcrowding of the e-mail account the receipt of e-mail messages is excluded or delayed.
- The user must refrain from any activity that is intended or suitable to disrupt and / or overburden the operation of the platform and the underlying technical infrastructure.
- The user is not entitled to communicate his login data to third parties and / or to allow third parties access to his profile. The user is obliged to handle his login data carefully and to prevent misuse of the login data by third parties. If the user receives indications of misuse of his login data by third parties, he must immediately inform the provider. The backup and storage of the login data is the sole responsibility of the user.
- Information, data and content made available on the platform by the provider, other users or companies may only be used by the user for contractual and pre-contractual communication and in direct connection with the functionalities of the platform. In particular, the user is not permitted to use such information, data and content without the consent of the data subject for business purposes, such as the sending of advertising.
- The provider is authorized to take technical measures (for example, to set up access barriers) in order to prevent use beyond the permitted scope of use. The user may not use any means by which these technical measures should be and / or can be overcome.
- Should there be any disruptions when using the platform, the user will inform the provider without delay. The same applies if the user obtains information published by third parties that obviously violates applicable law or third-party rights.
- If the user uses fee-based services of the provider, the user is obliged to pay the agreed fee on time.

§ 5 Duties of the user when entering content

When using the platform, in particular the creation of content, the user undertakes to observe the applicable law and not to violate the rights of third parties (eg personal, trademark, copyright and data protection rights).

In particular, the user is prohibited

- making sexually explicit communication and sexual harassment;

- the distribution of pornographic, offensive, sexist, obscene, vulgar, abominable, harmful to minors or disgusting content of any kind;
- the dissemination of racist, violent or extremist content of any kind;
- the dissemination of insulting, slanderous, defamatory or otherwise infringing content of any kind;
- calling for crimes and offenses;
- the performance of any act that constitutes unreasonable harassment of other users or an anticompetitive act;
- the distribution of copyright infringing content or other infringement of intellectual property rights or
- The dissemination of content that constitutes religious missioning concern or involve.
- The provider is always entitled to block access to the user's content via the platform, e.g. if they are suspected of violating applicable law or third party rights.

§ 6 Rights of Use

- By using content such as, in particular, trademarks, logos or copyrighted content, the user declares that he is authorized to use this content on the platform.
- The user grants the provider an unlimited, irrevocable third-party, non-exclusive, free-of-charge right to use the content posted in terms of time, space and content. The provider is always entitled to use, edit and exploit the content. This includes in particular the reproduction right, the distribution right and the right of communication to the public, in particular the right of public access. This right of use is granted regardless of the existence of the license agreement. The customer waives the right to designate.
- All rights to the platform are with the provider. The user is prohibited from copying, distributing and / or publishing any content that the provider, other users or companies have posted on the platform.

§ 7 Changes to the services

- The provider reserves the right to change the services offered on the platform or to offer alternative services, unless this is unreasonable for the user.

This applies especially so far

- the provider is obliged to ensure the conformity of the services offered with the law applicable to the services, in particular if the current legal situation changes;
 - the provider thereby complies with a court judgment or an administrative decision directed against him;
 - the respective changes are necessary to close existing security gaps; the change is only beneficial to the user;
 - the change is purely technical in nature or has no significant impact on the user.
- Changes with an insignificant impact on the overall functioning of the platform do not constitute any changes to the services within the meaning of this clause. This applies in particular to changes of a purely graphic nature or the mere change of the arrangement of functions.

§ 8 Changes to the General Terms of Use

- The Provider is entitled at any time to amend or supplement provisions of these Terms of Use without naming reasons with future effect, e.g. with technical changes. This applies especially so far.

- the Provider offers new services and features that are not covered by these Terms of Use;
 - the provider is obliged to ensure the conformity of the services offered with the law applicable to the services, in particular if the current legal situation changes;
 - the provider thereby complies with a court judgment or an administrative decision directed against him;
 - the respective changes are necessary to close existing security gaps;
 - the change is merely beneficial or without significant impact to the user.
- Any change or addition to these Terms of Use shall be notified to the User by email or by login on the Platform prior to their effective date, without the modified or supplemented terms and conditions or the recasting of the Terms and Conditions in their entirety; It is sufficient to inform about the changes or additions made. The provider will provide a link in the announcement under which the revised Terms of Use can be viewed in its entirety.
 - If the user does not object to the amendment or supplement within six weeks after notification of the amendment or supplement in text form (§ 126b BGB), this shall be deemed as agreement with the amendment or supplement. The provider will inform the user in the notification of his right of objection and the meaning of the opposition period and any silence. In the event that the user objects, the terms of use in the current version shall continue to apply. However, the provider has the right to terminate the contract without notice, which must be exercised within two weeks after exercise of the user's right of objection.

§ 9 Responsibility for content, liability

- The user is responsible for all activities that take place using his user account. This does not apply if the user is not responsible for any misuse of his user account.
- The provider endeavors to ensure a trouble-free operation of the platform permanently. This is naturally limited to services and circumstances in which the provider has an influence. The provider assumes no liability for system-related failures, interruptions and / or faults in the technical equipment, as far as they are beyond the control of the provider and he is not responsible for these.
- The provider is liable without limitation for intent and gross negligence, in case of breach of a contractually granted warranty and in accordance with the Product Liability Act. For slight negligence, the provider is liable for damages resulting from injury to life, limb and health of persons.
- For gratuitous contracts the liability for slight negligence is excluded. As far as services are concerned for which the user is obliged to pay a fee, the following limited liability for slight negligence applies: The operator shall only be liable in case of breach of a fundamental contractual obligation, the fulfillment of which makes the proper execution of the contract in the first place and their compliance the user may trust regularly (cardinal duty). The liability for slight negligence is limited in amount to the damage foreseeable at the time of conclusion of the contract, the occurrence of which is typically to be expected.
- The provider is not liable for false information provided by users of the platform. This applies in particular to incorrect information in user profiles. The provider is entitled to the extent to the examination, but not obliged.
- The provider only provides the platform. All legal relationships between users and companies and users among themselves are governed by the contractual or legal provisions applicable to them. In particular, the provider is not liable for breaches of duty between users and companies or users of contracts between them. The provider is also not obligated to permanently store and make available communication via the platform.

- If content made publicly available by the user on the platform is used by third parties, the provider is not responsible for it.
- These limitations of liability also apply in favor of the vicarious agents of the provider.

§ 10 exemption

- The user provides the provider and its employees or agents in the event of claims for alleged or actual legal violations and / or infringement of rights of third parties by the user in connection with the use of the platform of any resulting claims of third parties free. This applies in particular to false or misleading information in the user profile in connection with the use of the platform as a tandem or in connection with the initiation and implementation of an employment relationship. In addition, the user undertakes to replace all costs incurred by the provider by the claim. Reimbursable costs include, in particular, the costs of adequate legal defense, which the provider incurs in the defense against claims.

§ 11 Measures for breach of duty, blocking the user account and deletion of content

- If and to the extent that the user withdraws his user account contrary to these terms of use, in particular contrary to his obligations according to para. 4 or no. 5, or in the case of other serious breaches of duty as well as justified, substantial suspicions for a culpable breach of duty, the provider is entitled to suspend the access of the user to the user account and to take other suitable measures to prevent the breach of duty.
- As far as possible and reasonable for the provider, the user shall be consulted prior to taking any action under paragraph 1. Otherwise, he must be notified immediately after the blocking.
- In the case of a measure under paragraph 1, the user is not entitled to open another account.
- If the provider becomes aware that third parties use the user's user account improperly, he is entitled to block access to the user account as far as necessary in order to prevent the improper use by the third party. This also applies after notification by the user about clues for an improper use of his user account by third parties. The provider will notify the user of this without delay and at the same time may give the user the opportunity to release the relevant access by selecting new access data.
- In the event that information in the user profile or content posted by the user is no longer up-to-date and is not updated or deleted within one week of being requested by the user, the provider is entitled to delete this content from the platform.

§ 12 contract period, termination and deletion of the user account

- As far as a fee for the services of the provider is not agreed, the contractual relationship can be terminated at any time without observing a notice period and without giving reasons by both parties.
- Contracts for paid services initially run over the minimum usage period booked by the user. Thereafter, the contract is extended by the minimum period of use, if the contract is not terminated by one of the parties with a notice period of three weeks to the end of the term.
- Irrespective of any other provisions regarding the term of the contract and termination, the right of the parties to terminate the contractual relationship by extraordinary termination for good cause remains unaffected. An important reason for the extraordinary termination exists if the continuation of the contractual relationship until the end of the applicable period of notice for the terminating party, taking into account all circumstances of the individual case and weighing the interests of both parties is not reasonable.

- An important reason for the extraordinary termination is for the provider, in particular, if the user's obligations under para. 4 or no. 5 sustainably injured or other serious breaches of duty in connection with the use of the platform.
- After termination of a contract for paid services, the provider may grant the user the opportunity to continue to provide free services and functionalities.
- In order to prevent abusive termination, the provider may at the termination of an identity check, for. B. by querying the login data. There is no such obligation.
- If the contract for the use of the platform is terminated, the user profile will be deleted. The provider is not obliged to remove all content posted by the user from the platform without the express request of the user. The user account and contents set by the user are kept available by the provider for eight weeks and then deleted without further notice.
- Any termination requires the text form to be effective (§ 126b BGB). The provider also has the option to notify a cancellation in the context of the login process. The user also has the option of canceling his user account using the function "Delete user account".
- The provider reserves the right to delete incomplete applications after a reasonable time.

§ 13 Fees, terms of payment and repayments

- As far as a fee for the services of the provider is agreed, this is to be paid annually in advance, unless otherwise agreed. The fee can be paid exclusively with one of the specified means of payment.
- Insofar as the user books individual additional services, the respective payment will be due for payment on the appropriate account of the provider.
- Unless stated otherwise on the invoice, invoices are payable within 14 days of the invoice date without deductions.
- Invoices are to be paid by means of the payment method provided by the provider. If a fee can not be recovered, the user bears the costs incurred, in particular bank charges due to the return of direct debits and comparable fees, to the extent he is responsible for the event causing the costs.

§ 14 Transfer of User Accounts and Contract Acceptance

- The user is not authorized to transfer his user account.
- The provider is entitled to transfer this contract with all rights and obligations to a company of his choice. Insofar as the user has a necessary consent of the user to transfer the contract, this is deemed to have been granted if the user has not objected to the transfer within two weeks after receiving the relevant information from the provider. The provider will inform the user in the notification of his right of objection and the meaning of the opposition period. In the event that the user objects, the contract with the provider will continue. However, the provider has the right to terminate the contract without notice, which must be exercised within two weeks after exercise of the user's right of objection.
- A necessary consent of the user to transfer the contract shall be deemed to have been granted if the user has not objected to the transfer within two weeks after receiving the relevant information from the provider. The provider will inform the user in the notification of his right of objection and the meaning of the opposition period. In the event that the user objects, the contract with the provider will continue. However, the provider has the right to terminate the contract without notice, which must be exercised within two weeks after exercise of the user's right of objection.

§ 15 Privacy

- The use of the platform makes the collection, processing and use of personal data by the provider unavoidable. In doing so, personal data are made available to third parties, in

particular companies and other users. The provider will proceed with the personal data in accordance with the principles of the separately provided privacy policy.

§ 16 formal requirements

- As far as agreed in writing for the contractual relationship between the parties as a whole or for individual aspects (§ 126 BGB), in case of doubt the telecommunication transmission of the handwritten signed document is sufficient, for example by email with PDF document or by fax. However, the receiving party is entitled to receive the original of the document.
- Insofar as text form (§ 126b BGB) has been agreed for the contractual relationship between the parties as a whole or for individual aspects, it is sufficient to send the declaration by e-mail or fax, whereby it is sufficient that the person of the declarant is named.
- Unless otherwise stipulated, contractual communications and declarations require at least the text form.

§ 17 Final Provisions

- Should one or more provisions of these Terms of Use be or become invalid in whole or in part, the validity of the Terms of Use shall otherwise remain unaffected. The parties will cooperate in this case to replace ineffective regulations by such provisions, which correspond to the ineffective provisions as far as possible.
- German law applies exclusively, whereby the choice of law does not apply insofar as you would be deprived of the protection of provisions which may not be derogated from by the law of your country of residence.

As of: 12/2015