

## General Terms of Use for the HTWG Konstanz Career Portal

([www.htwg-konstanz.de/karriereportal](http://www.htwg-konstanz.de/karriereportal))

### Preamble

The HTWG Konstanz Career Portal is a service provided for students and companies. The Career Portal offering companies the opportunity to present their organization as a future employer for graduates and students, advertise open positions, and publicize career and recruiting events. Job openings relevant for HTWG Konstanz (subsequently referred to as "HTWG") students' and graduates' studies or careers can be posted here via two types of job posting accounts (Single and Basis). In addition, companies can also present a comprehensive profile of their organization. The profile account allows companies to post an unlimited number of job openings and events and to present themselves as a future employer including their company logo, photos, videos and links.

Students can also create their own profile and upload a current CV. They can also use a customized filter search to target specific positions, companies and career events and, via the portal, contact companies directly.

The use of the HTWG Career Portal by students and graduates is done on the basis of public law in fulfillment of the task according to § 2 para.1 sentence 4 of the LHG (Landeshochschulgesetz = State Higher Education Act) and is permissible within the scope of fulfilling this purpose.

The career portal service at the HTWG is provided via the Career Center Software on an external website from JobTeaser to which users on the HTWG website are forwarded. In order to use the HTWG Career Portal, the user must accept the General Terms of Use as well as the privacy policy from JobTeaser.

### 1. Scope

The present General Terms of Use apply for companies and recruiters in their relation to the HTWG as users of the described – partially fee-based – offers on the HTWG Career Portal. They also apply for public institutions as well as other institutions in their relation to the HTWG as users that make use of the offers on the HTWG Career Portal. Temporary employment and loan agencies are expressly prohibited from using the HTWG Career Portal.

The HTWG and users of the HTWG Career Portal agree to fulfil the mutually promised services on the basis of this General Terms of Use (subsequently referred to as "TOU"). These apply when using the service or placing the order. An order, according to this TOU, is posting a company profile containing the provided services or a job offering. Any conditions that conflict with or that deviate from these terms of use shall not be recognized unless otherwise agreed-upon in writing.

### 2. Copyright

The content on the HTWG Career Portal website is copyright protected. The content of this website may not be reproduced in any form, processed using electronic systems, duplicated or distributed in so far as the copyright does not expressly permit this without the written authorization of the contractor.

### 3. Our Services

Users have the options of using a recruiter access to place individual job postings and a company profile access to place unlimited job postings and present the company via the HTWG Career Portal.

### 4. Contract

The contract between the user and the HTWG goes into effect when the user registers on the external website from JobTeaser, which the HTWG Career Portal uses, and thus accepting the TOU, or places a company profile or job openings for graduates or students. An invoice will only be prepared if a fee-based profile or job opening is authorized by the staff at the HTWG and is thus posted on the portal.

The contract length for company profiles is 12 months. The contract is automatically extended for an additional 12 months, if neither the user nor the HTWG terminates the contract two months prior to the end of the contract period. The right for an exceptional termination shall remain unaffected by this. The user also terminates the contract if they delete their company profile account.

Job postings remain online for 30 days. It is not possible to have this posting automatically extended. The posting can be manually extended or reactivated.

## 5. Use of Services

- a) The HTWG Career Portal staff shall make their best effort to post the accepted company profiles as well as the accepted job postings in a timely manner upon receipt.
- b) A link can be placed from the posting to the website of the user. The HTWG shall accept no responsibility for the content of any such external links.
- c) Excluding competition shall not be granted.
- d) Corrections or comparable services shall not be rendered.

## 6. Remuneration and Invoicing

When the user places the order, they accept the valid prices and offers for the HTWG Career Portal. This agreement is then binding. Prices for services not listed on the price list are subject to individual agreements between the HTWG and the user.

Invoicing takes place after the company profile or fee-based job posting has been authorized or posted unless the two sides have agreed to an independent contract, e.g., in the framework of a cooperation agreement. The address for the invoice will be the address listed in the company profile or the job posting. The invoice will be sent electronically to the email address listed in the company profile.

## 7. Refusing Orders

The HTWG retains the right to refuse orders partially or in full if the content violates laws or official regulations, or if the content, origin, design or the technical format is unacceptable to the contractor. The HTWG also retains the right to refuse orders partially or in full if the content is deemed irrelevant or offers no benefits for HTWG students. The customer will be promptly informed about such refusals.

## 8. Liability

The HTWG shall assume no responsibility for the content of the job posting submitted by the advertiser or any other obligations related to the advertiser (neither for the posting or the offer itself). In so far as the contractor is exposed to claims from third parties due to inappropriate content or violations of the law, which are to be borne by the contractor, the contractor shall indemnify and release the HTWG from all third party claims. This indemnity also includes the necessary legal costs. Claims for damages against the HTWG, legal representatives, executives, subcontractors or assistants shall be ruled out, in so far as no intentional or grossly negligent conduct has occurred or any significant contractual duty (so-called cardinal obligation) has been violated. This is also valid for any claims for damages due to non-fulfillment.

## 9. Confidentiality

The user and the HTWG agree that all knowledge and information about the other that has been made directly or indirectly accessible in the framework of the contract and denoted as confidential shall be treated confidentially and not made accessible to third parties without the express written consent of the other contractual partner. This confidentiality agreement is not valid for technical knowledge and information,

- which one contractual partner already legally owns,
- which one contractual partner has legally obtained from a third party,
- which are obvious or become obvious without violating this confidentiality agreement,

- which the employees in question made accessible to third parties in a legal manner without violating confidentiality,
- which is the outcome of the work of employees at the contractual partner, where the employees in question had no access to the information, or
- which are to be disclosed due to laws or regulations / judges orders.

#### **10. Data Protection**

When using the HTWG Career Portal, both the user and the HTWG are required to observe the data protection provisions. The requirement for using the HTWG Career Portal is accepting the privacy policy for the HTWG's processing of your company's contact data and additional data in terms of our collaboration in the framework of the HTWG Career Portal. The data that is transmitted and exchanged in the framework of the user agreement is processed by the HTWG exclusively for the purposes of the contract and stored exclusively in the scope of administering the HTWG Career Portal. The data is not used for any other purposes.

#### **11. External Links**

The HTWG Career Portal contains links to external websites. Due to the fact that these websites are not subject to influences by the operator, the operator takes no responsibility for their content. The legal responsibility, also regarding data protection, belongs exclusively to the operators of the external websites.

#### **12. Final Provisions**

- a) This written agreement replaces all other previous oral or written agreements between the HTWG and the user regarding the subject matter contained in this contract.
- b) Should a provision in this agreement be or become invalid, it shall not affect the other provisions in this agreement. The provision should instead be replaced retroactively by a rule that is legally permitted and comes as close to the content of the original provision as possible. The same shall apply in the case of a loophole.
- c) Any changes or amendments to this agreement must be made in writing. This is also true for changing this written form requirement.
- d) The HTWG and users of the HTWG Career Portal should try to settle any possible differences of opinion that may arise in an amicable fashion.
- e) German law is applicable for this contract. The jurisdiction is Konstanz, Germany.

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