

# General terms and conditions for Germany

## Introduction and Important Notice

Thank you for visiting and using our site. The site and the services provided (collectively "Services") enables users to re-connect with old classmates and to expand their professional network, all within a trusted environment. The Services are provided and powered by Graduway which is owned and operated by a company called Headhunter Systems Limited ("Headhunter Systems") and whose registered address is 40 Anmersh Grove, Stanmore, HA7 1PA, United Kingdom, Company No. 07059614. The Services are operated in cooperation with the DKFZ Connect ("Membership Organisation") whose name appear in the homepage of DKFZ Connect.

By using our Services, you are agreeing to these terms. Please read them carefully.

IF YOU ("YOU") AGREE TO USE OUR SERVICES, YOU ARE AGREEING TO COMPLY WITH AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS ("TERMS") WHICH, TOGETHER WITH OUR PRIVACY POLICY AND ANY ADDITIONAL TERMS AND CONDITIONS WHICH EXPRESSLY APPLY TO SERVICES AND INFORMATION PROVIDED TO YOU BY US THROUGH DKFZ CONNECT, GOVERN OUR RELATIONSHIP WITH YOU. THESE TERMS (TOGETHER WITH THOSE SPECIFICALLY DRAFTED BY US TO APPLY TO YOU) SUPERSEDE ANY PRIOR ADVERTISEMENTS, TERMS, AGREEMENTS OR COMMUNICATIONS BETWEEN YOU AND GRADUWAY AND CONSTITUTES THE ENTIRE AGREEMENT BETWEEN GRADUWAY AND YOU IN RESPECT OF ITS SUBJECT MATTER. THESE TERMS ALSO CONTAIN LIMITATIONS OF GRADUWAY'S LIABILITY AND EXCLUSIONS OF WARRANTIES. NO PROPOSED VARIATION, AMENDMENT OR CHANGES TO THESE TERMS ARE VALID OR HAVE ANY EFFECT.

IF YOU DO NOT AGREE TO THESE TERMS YOU MUST NOT USE THE DKFZ CONNECT AND MUST LEAVE DKFZ CONNECT.

These terms may be updated periodically and you are advised to check it on a regular basis so as to be aware of changes. By continuing to use our Services following any such change, you accept and agree to be bound by any such change to these terms.

## 1. Definitions and Interpretations

1.1. In these Terms, which shall also apply to any other terms between You and us unless expressly stated to the contrary:

- "Site" the website and any webpage derived from it which relates to the Services;
- "Personal Data" has the same meaning as in the U.K. Data Protection Act 2018;
- "us" "we" or "our" means Headhunters Systems; and "You" means you, the browser of DKFZ Connect and/or the user.

## 2. Access to these Services

2.1. In order to access the Services You must:

- provide for Your own access to the Internet and pay all associated telecommunication service and access fees;
- provide all equipment necessary to make connection to the Internet; and
- ensure that Your use of DKFZ Connect and Services is consistent with all applicable laws and regulations.

2.2. You must meet the following criteria and represent that you:

- Are the minimum age (16 years old for the Netherlands, 14 years old for the United States, Canada, Germany, Spain, Australia, 13 years old for all other countries) or older. Notwithstanding, if applicable law requires you to be older than such ages in order for Graduway to lawfully provide the Services to you, then the minimum age would be such an older age;
- Are not currently restricted from the Services, or not otherwise prohibited from having an account;
- Are not a competitor of Graduway or are not using Services for reasons that are in competition with Graduway;

- Will only maintain one account at any given time;
- Will use your real name and only provide accurate information;
- Have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party;
- Will not violate any rights of Graduway or third party, including intellectual property rights such as copyright or trademark rights;

2.3. Graduway does not guarantee or warrant that the Services will be operable at all times or during any down time caused by:

- outages to any public Internet backbones, networks or servers;
- any failures of Your equipment, systems or local access services;
- previously scheduled maintenance; or
- relating to events beyond Graduway's control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where Graduway or Your servers are located or co-located.

2.4. You agree not to access the Services by any means other than through the interfaces that are provided or approved by Graduway.

2.5. You acknowledge and agree that Graduway may at its sole discretion deny You access to the Services for any reason at any time and Graduway shall have no responsibility to notify any third-party providers of any matter nor shall it have any responsibility for any consequences which may result from such lack of notification.

2.6. In accessing and using the Services you are responsible for compliance with all applicable local laws.

### 3. Registration to the Services

3.1. Registration is required to use our Services. As part of the registration process, you agree to:

- provide certain limited information about you, as prompted to do so by DKFZ Connect and/or Services (such information to be current, complete and accurate); and
- maintain and update this information as required to keep it current, complete and accurate.

3.2. By providing information to us, you represent and warrant that you are entitled to submit the information and that the information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights.

3.3. Registration to the Services is made through the "Connect with" LinkedIn or Facebook option located on the homepage of DKFZ Connect, or in some cases by submitting Your email address. By registering, You acknowledge and agree that Graduway may:

- Access your LinkedIn or Facebook profile information, as further described in the "Connect with" terms of use and privacy policy, respectively.
- Store parts of the information provided by you as specified hereunder, directly or indirectly, including but not limited to your LinkedIn Profile and/or Facebook Profile, respectively ("Stored Information").

The Following information will be stored in relation to your LinkedIn Profile: id, email-address, educations:(id, school-name, field-of-study, start-date, end-date, degree), summary, first-name, last-name, recommendations-received, headline, industry, site-standard-profile-request, api-standard-profile-request, member-url-resources, picture-url, public-profile-url, current-status, positions, main-address, location, distance, specialties, proposal-comments, associations, honors, interests, phone-numbers, im-accounts, twitter-accounts, date-of-birth, languages:(id, language, proficiency), num-connections, connections:(id, first-name, last-name, public-profile-url, picture-url, positions: title, company), maiden-name, headline, location:(name), industry, current-status),picture-urls::(original).

The Following information will be stored in relation to your Facebook Profile: id, email, first\_name, last\_name, link, isTyping, education {school, degree, concentration, type, year}, location {name}, work {employer, position, location, description, start\_date, end\_date}, languages {name}, friends {id,

firstName, lastName, educations {school, type}, work\_position, work\_company, schoolName, pictureUrl, about, bio, languages, location, hometown, middleName, link }.

- Display the Stored Information, that you choose to share, to other users of the platform.

3.4. Graduway will use the Stored Information solely in connection with the Services and will not disclose and/or publish and/or share the Stored Information other than in connection with the Services except as specified hereunder in sub-clause 3.5.

3.5. Graduway may disclose parts of your Stored Information [including id, email-address, educations:(id, school-name, field-of-study, start-date, end-date, degree), summary, first-name, last-name, recommendations-received, headline, industry, site-standard-profile-request, api-standard-profile-request, member-url-resources, picture-url, public-profile-url, current-status, positions, main-address, location, distance, specialties, proposal-comments, associations, honors, interests, phone-numbers, im-accounts, twitter-accounts, date-of-birth, languages:(id, language, proficiency), num-connections, connections:(id, first-name, last-name, public-profile-url, picture-url, positions: title, company), maiden-name, headline, location:(name), industry, current-status),picture-urls:::(original).] to the designated Administrator Team of the Membership organization, for the purposes of having up to date contact and activity information as well as fundraising and development purposes.

#### 4. Use of the Sites

4.1. The information and Services are provided for the purpose of individuals looking to submit their personal, employment and educational details ("Personal Details") in order to: create and/or share and/or find business opportunities; stay in touch with the Membership organization and its updates; socially interact with other users using DKFZ Connect; share photos with other users; create new connections, maintain existing connections; reconnect with friends from joint educational institutions; advance their career through inside connections; leverage their professional network to get introduced to people.

Some of our Services allow you to submit content. Content that you provide under these Terms by using the Services is owned by you, and you may request its deletion at any time by deleting your user profile, or by simple request to Tech Support or the Administrator Team. We will use our reasonable endeavours to delete the content from our site, but you acknowledge that we have no control over any content that you have shared with others and they have not deleted it, or it was other users, and are not responsible for any **content that has been** copied or stored by other users.

4.2. By providing such information and using the Services you grant us a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicenseable, fully paid up and royalty-free right to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any information you provide, directly or indirectly to the Services, including, but not limited to, any user generated content, ideas, concepts, techniques and/or data to the services you submit, without any further consent, notice and/or compensation to you or to any third parties.

4.3. In accessing and using the Services, You agree and acknowledge that You are not permitted to, and shall not:

- allow any other person access to any password, user ID or account given to You by Graduway;
- affect, restrict, limit, inhibit any other person from using the Services;
- post or transmit any unlawful, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, derogatory or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, violate any applicable law or regulation, or damage the goodwill and repute of Graduway;
- post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or commercial schemes of any kind or other unsolicited commercial communication (except as otherwise expressly permitted by Graduway) or engage in "spamming", "spoofing" or "flooding";
- post or transmit any software or material which contains any "virus", "trojan horse", "worm", "data bomb", "logic bomb" or any other similar component; or

- copy, modify, license, create derivative works from, transfer, post, publish, transmit, reproduce, distribute or in any way exploit:
  - any information, software or other material obtained through DKFZ Connect or Services or from DKFZ Connect or Services for commercial purposes (other than as expressly permitted by these Terms or the provider of such information, software or other material);
  - any information, software or other material obtained through DKFZ Connect or Services which is protected by copyright or any intellectual property right or other rights anywhere in the world, or any derivative works with respect to such works in each case except if expressly permitted by these Terms or the copyright owner or rights holder; or
  - any component of DKFZ Connect itself or derivative works with respect thereto.

4.4. Graduway reserves the right to delete accounts created by users who appropriate the name, likeness, email address, or other personally identifiable information of another individual.

4.5. The Services offer various forums where you can post your observations and comments on designated topics. We also enable sharing of information by allowing users to post updates, including links to news articles and other information such as job opportunities, product recommendations, and other content to their profile and other parts of DKFZ Connect. Notwithstanding, we, to our sole discretion, may transfer or remove content, if the content violates this Agreement or others' intellectual property rights.

## 5. Services Content

5.1. Graduway has the right (but not the obligation) to monitor the Services electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Services properly, or to protect itself, its group companies or its subscribers. Graduway will not intentionally monitor or disclose any private electronic-mail message unless required by law.

5.2. Our use of Personal Data and information that is confidential is governed by the terms of our privacy policy.

5.3. Graduway reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms.

5.4. Graduway and/or their respective suppliers may make improvements and/or changes to the Services at any time, with or without notice.

5.5. The information and Services may at times be based upon data and information provided by others and may include inaccuracies or typographical errors which we are under no obligation to correct.

## 6. Warranties

6.1. We DO NOT WARRANT or make any representation:

- that the Services will meet Your requirements; or
- regarding the use of and/or output from the Services of content, correctness, accuracy, reliability or otherwise.

6.2. Graduway does not represent or warrant that the Services will be uninterrupted or error-free, that defects will be corrected, or that the Services or any application used as part of the Services is free of viruses or other harmful components.

6.3. The warranties set out herein are instead of all other warranties, representations or conditions, express or implied, statutory or otherwise, including any implied warranties of satisfactory quality and fitness for a particular purpose.

6.4. No oral or written communications by or on our behalf shall create a warranty or in any way increase the scope of the warranties we have given.

6.5. You assume the entire risk in the information provided on or through the Services and remain responsible for ensuring that any reports, opinions, recommendations, forecasts or other comments submitted on it are accurate and complete.

6.6. Graduway makes no representation, warranty or commitment in relation to the provision of the Services including those as to the availability, the quality or fitness for purpose, completeness, accuracy and up-to-datedness of any information, data, services, or products provided through or in connection with the Services.

6.7. Graduway may at its sole discretion modify the features of the Services from time to time without prior notice and any new features which augment or enhance the Services, including the release of new tools and resources, shall be subject to these Terms.

## 7. Liability and Indemnity

7.1. The Services are provided on a "as is" and "as available" basis without warranty, condition or commitment of any kind, whether express or implied.

7.2. To the maximum extent permitted by applicable law Graduway disclaims and excludes all liability (whether arising in contract, tort (including negligence), breach or statutory duty or otherwise) arising from any inaccuracy, failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of record. Under no circumstances shall Graduway be liable to You for any loss or damage suffered (both direct and indirect losses) arising from Your access to and use of the Services.

7.3. Graduway shall not be liable for any failure to perform any obligation caused by any event beyond its reasonable control.

7.4. Graduway make no representation that access to the Services or use or reliance on any service provided through it will be appropriate, available or lawful in all countries.

7.5. Graduway shall not be held liable for any material available at or through the Services which is provided by any third party.

7.6. Graduway shall not be held liable for any loss of information. Any information you submit to us is at your own risk of loss.

7.7. Graduway cannot guarantee that other users will not use the ideas and information that you share to and/or through our Services. Therefore, if you have an idea or information that you would like to keep confidential or don't want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to and/or through our Services. GRADUWAY IS NOT RESPONSIBLE FOR ANOTHER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST.

7.8. You are solely responsible for your interactions with other users. We may limit the number of connections you may have to other Users and may, in certain circumstances, prohibit you from contacting other Users through use of the Services or otherwise limit your use of the Services. We reserve the right, but have no obligation, to monitor disputes between you and other users and to restrict, suspend, or close your account if we determine, to our sole discretion, that doing so is necessary to enforce these Terms.

7.9. The content presented at and through the Services may vary depending upon Your browser functionality and limitations. Graduway accepts no liability if You cannot view any part or component of DKFZ Connect or cannot access or receive the full functionality of DKFZ Connect or the Services.

7.10. You agree to defend, indemnify and hold Graduway and its affiliates harmless from any and all claims, actions, proceedings, losses, damages, liabilities, costs and expenses, including reasonable legal fees, arising in any way from Your access to the Services and/or DKFZ Connect and/or in connection with all details, information and data that you upload onto DKFZ Connect or the placement or transmission of any message, information, software or other materials through DKFZ Connect by You or any users of Your account or any violation of these Terms by You or any users of Your account.

7.11. Nothing in these terms shall exclude or limit the liability of Graduway for fraud, death or personal injury arising out of our negligence or any warranty as to title or quiet possession implied by statute.

## 8. Indemnification

8.1. You agree to indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, caused by:

- your failure to comply with these terms, including, without limitation, your submission of content that violates third party rights or applicable laws;
- any content you submit to the Services; and
- any activity in which you engage on or through the Services.

## 9. Copyright, Trade Mark and Intellectual Property Rights

9.1. All materials ("Materials") including but not limited to, the design, layout, look, appearance, graphics, trademarks/service marks or other copyright works or intellectual property used or appearing on the Site and throughout the Services are Copyright 2010, Headhunter Systems. All rights reserved.

9.2. Graduway does not grant any license or other authorisation to use the Materials by placing them on DKFZ Connect or providing the Services. Any copyright infringements of DKFZ Connect or Services content and other copyrighted material may result in prosecution according to national and international copyright laws.

9.3. Graduway are also the database right owners of the content and/or information available on or downloaded through DKFZ Connect and/or Services. You are not authorised to use, copy, distribute, modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Materials or content of the Site and/or Services, in whole or in part without the express permission of Graduway.

## 10. Third Party Links

10.1. The Services and/or Site may contain hyperlinks and/or references to external third party sites. Any such hyperlinks or reference is provided for Your convenience only. Graduway has no control over such third party sites and accepts no responsibility in relation to any content, material or information contained therein. The display of such hyperlinks and reference to such third party site does not constitute an endorsement or recommendation by Graduway of such third party site, products or services. You are advised to verify any information on such third party sites before relying on it.

10.2. You should review any applicable terms or privacy policy of a third party site or platform application before using it or sharing any information with it, because you may give the third-party permission to use your information in ways we would not.

10.3. Graduway is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from third party sites or Platform Applications. We also do not screen, audit, or endorse platform applications.

10.4. If you decide to use third party sites or use platform applications, you do so at your own risk and agree that your use of any platform application is on an "as-is" basis without any warranty as to the platform developer's actions, and that this agreement and terms do not apply to your use of any third party site or developer application.

## 11. Transactions through DKFZ Connect

11.1. If You make a purchase through DKFZ Connect or Services at any time, You may be asked by the merchant or information or service provider from whom You are making the purchase from, to supply certain information including credit card or other payment mechanism information. You agree not to hold Graduway liable for any loss or damage of any sort incurred as a result of any such dealings with any merchant or information or service provider through DKFZ Connect or Services. You agree that all information You provide any merchant or information or service provider through DKFZ Connect or Services for purposes of making purchases will be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services through DKFZ Connect or Services set their own prices and may change prices or institute new prices at any time. You agree to pay all charges incurred by users of Your account and credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to purchases through DKFZ Connect or Services.

## 12. Online advertising

12.1. If You are an employment agency or an employment business (as defined by the Employment Agencies Act 1973) it is Your responsibility to ensure the advertisements You place on DKFZ Connect comply with the Conduct of Employment Agencies and Employment Businesses Regulations 2004. You are also responsible for fulfilling and dealing with any orders or enquiries relating to the goods or services to which the Campaign relates and You will indemnify and hold us harmless accordingly.

12.2. Your sole remedy if we, or our third party subcontractors who may host and serve Campaigns from time to time, make an error in displaying any Campaign is the cost of re-running the relevant Campaign. Neither we nor our subcontractors shall be liable in any circumstances for any loss of profit, damages indirect loss or business. We shall, additionally, have no liability for failure to display the Campaign caused by circumstances outside our control.

12.3. If Your advertisement links to another Site via our external apply online option, You are responsible for maintaining the links and for the content of Your advertisement and the linked Site. We may remove from DKFZ Connect any advertisement which contains content or links to a Site which, in our opinion, is defamatory, illegal or objectionable or will bring DKFZ Connect into disrepute. You will indemnify us from and against any claims or liability arising from content or links contained in Your advertisements.

12.4. Advertisements which appear to discriminate on grounds of sex, race or disability are illegal and may result in proceedings being taken against both the advertiser and us. If we believe that any advertisement may be discriminatory we may at our discretion remove it from DKFZ Connect without liability to You to make any refund of amounts paid or due to be paid in respect of the posting or otherwise and will inform You accordingly.

12.5. You agree to deal fairly and professionally with individuals who may respond to an advertisement You have posted and will not do anything which may bring DKFZ Connect into disrepute. You will indemnify us from and against any claim brought by an individual against DKFZ Connect arising from Your breach of this obligation or any other of these Terms.

## 13. Waiver

13.1. If we fail, at any time to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the above.

## 14. Severability

14.1. If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law and the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision;

## 15. Law and Jurisdiction

15.1. Any dispute or claim arising out of or in connection with DKFZ Connect or the Services will be governed by English law and any dispute or claim arising out of or in connection with it shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## 16. Communications

16.1. For purposes of service messages and notices about the Services, We may place a banner notice across its pages to alert you to certain changes such as modifications to these Terms. You also agree that Graduway may communicate with you through your account or through other means including email, mobile number, telephone, or delivery services including the postal service about your account or services associated with us.

16.2. From time to time we may contact You with certain communications or messages regarding the Services, such as service announcements, administrative messages, etc, and that these communications are considered part of the Services and You can only opt out from receiving them by deleting your account.

16.3. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service.

16.4. Graduway may from time to time and only in agreement with the Membership Organization include 3rd party advertising as part of its Services. Graduway accepts no liability or responsibility for the content or services provided from any 3rd parties which advertise services via the Services.

16.5. Applicable laws require that some of the information or communications we send to you should be in writing. When using the Services, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on DKFZ Connect or through the Services. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 17. Notices

17.1. All notices given by You to us must be given to Administrator, Graduway, Anmersh Grove, Stanmore, HA7 1PA, United Kingdom.

17.2. Graduway may give notice to You at either the e-mail or postal address you provided to Graduway when subscribing to the Services. Notice will be deemed received and properly served immediately when posted on DKFZ Connect and/or 24 hours after an e-mail is sent, or three days after the date of posting of any letter.

17.3. In proving DKFZ Connects and/or Services of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

July 2018