

# LOGISTICJOB.COM

## Terms and Conditions of Trading:

### 1 Advertisement contract - area of application

(1) "Advertisement contract" in the sense of the following Terms and Conditions of Trading is the contract covering the appearance of one or multiple advertisements of a potential employer or other agency (the Contractor) on our internet pages for the purpose of publication.

(2) Only these Terms and Conditions of Trading apply to this advertisement contract. Alternative, contradictory or other Terms and Conditions of Trading of the Contractor that differ from these do not form part of the contract unless we have specifically permitted their use in writing.

### 2 Validity of contract

The advertisement contract comes into force when we confirm the advertisement order either in writing or by email.

### 3 Right of Refusal

(1) We reserve the right to refuse advertisements for reasons of their content, their origin or their technical form according to standardised, properly justified fundamentals. This applies in particular when the content of the job offer does not comply with legal or official regulations or public decency or the publication would not be acceptable to us for other reasons.

(2) We reserve the right to remove job offers and other advertisements from public viewing whose content conflicts with legal or official regulations or public decency without prior notice to the contractor. The contractor will be advised immediately of such measures. This does not justify a refund of monies paid.

### 4 Content and Rights of the advertisement/copyright

(1) The contractor alone carries the responsibility for the content of text and images used in the published advertisement, in particular for their correctness and legality. We are not obliged to check the advertisements for their possible infringement of the rights of third parties. The contractor is obliged to hold us free from third party claims in any form that may arise by the implementation of the advertisement contract.

(2) All information published by us (text, images etc.) are under our copyright. The only exception to this is information published by us that (advertisements) was provided by the contractor himself or an agency on his behalf.

### 5 Begin and Duration of publication

The date of publication is the point in time that has been agreed in writing with the contractor. If no such publication date has been agreed upon in this way, publication will take place immediately after completion of the advertisement contract. The duration of publication is 4 weeks.

## **6 Fees, late payment**

(1) The contractor pays us the fee as shown in our Price List for publication of his advertisement unless otherwise agreed in writing. The price list applicable is the price list that is published by us on our internet page at the time of arrival of the contract from the contractor.

(2) The invoice will be raised by us and sent to the contractor. The invoice is payable without deduction within 14 days after arrival with the contractor.

## **7 Alteration of the advertisement text**

We are obliged upon the request of the contractor to make changes to the job offer advertisement published by us during the publication period insofar as this is possible both technically and from the content point of view. All alterations are excluded however that affect the identity of the advertisement, so that in the case of alteration the original job would no longer be advertised but a new one instead.

## **8 Guarantee**

(1) We guarantee the best possible display of the job offer according to the respective applicable technical standard.

(2) In the case of the unavailability of our internet presence that is caused by problems, errors or failures of our service provider, we guarantee the contractor an extension of the display period or new placement of the advertisement for the duration of the problem.

## **9 Data protection**

The contractor is hereby informed in accordance with Paragraph 33 Abs. 1 of the Bundesdatenschutzgesetz (German state data protection law) that we will store his personal data in a machine-readable form and process that data for the purposes of fulfilling the contract.

## **10 Other**

(1) Legal place of fulfillment and applicable court of law is Frankfurt am Main, Germany.

(2) The law of Germany applies.

(3) Other clauses are unaffected if any one clause here is rendered inapplicable. The inapplicable clause will thereby be conjointly replaced by one that most closely matches the original intention and commercial aims of the inapplicable clause.