Terms of Service

Placement of job offers at Logisticjob.com

§ 1 Scope of the conditions

- 1. The operator of the Logisticjob.com website is Logistic Analytic Service Unternehmensberatung GmbH, hereinafter referred to as Logistic Analytic. Differing conditions of the respective contractual partner are not valid, a counter-confirmation of the contractual partner with reference to its terms and conditions is hereby contradicted.
- 2. Deviations from these terms and conditions are only effective if they are confirmed by Logistic Analytic in written form by prior arrangement.
- 3. By registering on the website, the visitor confirms that he has read, acknowledged and accepted the terms and conditions. The visitor and user are hereinafter referred to as the user.
- 4. The general terms and conditions of Logisticjob.com are also valid for the international website Logisticjob.com.

§ 2 The business offer of Logistic Analytic

1. Logistic Analytic GmbH is a consulting company in the following business areas: logistics consulting, interim management, recruitment and eCommerce solutions. In this context, a website is provided that contains job offers and selected applicant data.

In addition, Logistic Analytic offers companies not only the placement of their own job offers that are subject to a fee but also the placement of job offers from cooperation partners on the Logisticjob.com website.

On its websites, Logistic Analytic offers the possibility of bringing together job offers and job seekers, in particular via job offers and (profiles) résumés, via their publication for registered users.

- 2. The offer of Logistic Analytic is divided into the main areas "job offers" and "applicants" and related services such as placement and / or personnel consulting services.
- a) The job offers of the registered users offer a precise description of the tasks as well as the required qualifications and are individually designed with the option of integrating the company logo and a link to an existing homepage of the job provider. In the case of job offers, job seekers can use a query mask to search for a specific job.
- b) The applicants have candidate profiles created by the job seekers. With the candidate profiles, companies are enabled to search for specific applicants by means of a query mask. The applicant's contact details will be made available to the customer by Logistic Analytic upon request. The requirement for this is the placement of at least one current job advertisement on Logisticjob.com

§ 3 Conclusion of the contract

A contract is concluded between the user of the Logisticjob.com website and Logistic Analytic as follows:

Logistic Analytic keeps the offer permanently available on the Internet under these conditions. By subsequently clicking on the service packages contained, the user accepts the corresponding services under the conditions provided by Logistic Analytic. Logistic Analytic reserves the right to confirm the conclusion of the contract and in particular specific individual orders again in writing for evidence purposes.

§ 4 User fees

- 1. Logistic Analytic does not charge any user fees for the basic use of the Logisticjob.com website.
- 2. Chargeable are only the services of Logistic Analytic that are expressly marked as chargeable, such as the placement of job offers (service packages).

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§ 5 Job offers

- 1. In the event that a job offer is posted, the user contract changes to a binding service contract with publication obligations for Logistic Analytic and payment obligations for the user. The contract is concluded through the offer of the user and acceptance by Logistic Analytic.
- 2. The user decides on the duration, this depends on the particular service package selected. The term can be extended after a written request by the user.
- 3. The contracts are always concluded for a certain period of time and end automatically when the time expires. A prior ordinary termination is not possible for both parties; extraordinary termination for important cause remains unaffected.
- 4. The specific fees for the respective period of use are due according to the modalities shown on the website. They are communicated specifically to the user on the screen prior to the conclusion of the respective contract and are subject to statutory VAT. They are based on the current binding price list from Logistic Analytic.
- 5. Changes to the advertisement text or the layout of the job advertisement in the user's internal account are also possible after the order has been placed.

§ 6 Candidate Profiles / CVs

- 1. The offer of Logistic Analytic for the publication of résumés is a free service for the job seeker without obligations of Logistic Analytic on the one hand and the applicant on the other hand. The applicant enters his / her CV data in the template. The applicant agrees that his anonymous résumé can be published on Logisticjob.com for registered customers and can be used by Logistic Analytic for recruitment purposes after prior agreement. A published resume can be changed or deactivated at any time.
- 2. The offer by Logistic Analytic for contacting applicant profiles is free of charge for the contact person. The requirement for this is the placement of at least one current job advertisement on Logisticjob.com. This contact will be sent to the contacting job seekers by email by Logistic Analytic.

§ 7 payment modalities

- 1. The payment set as part of the contractual agreement is due for payment 14 days after receipt of the invoice by the user or at the latest 14 days after booking the service package.
- 2. If the payment is not made according to the specified modalities within the deadline, the user is obliged to pay default interest at a rate of 5% p.a. above the base rate of the claim. Logistic Analytic expressly reserves the right to provide evidence of higher damage. Otherwise Logistic Analytic has a reason for extraordinary termination and is in particular entitled to discontinue the contractual services with immediate effect without notice.

- § 8 Subject of performance as well as exclusion of warranty and the achievement of success.
- 1. Logistic Analytic does not owe any particular success. In particular, it does not owe the actual finding of potential new employment contract partners, or any the success of the conclusion of employment contracts. Logistic Analytic is also not responsible for finding or having the information and data sought by the user. Logistic Analytic only guarantees that the website exists in general and is generally accessible. Whether, in what amount and with what content the users will post data and what advantage the users will derive from it is not the subject of assurance from Logistic Analytic.
- 2. Logistic Analytic accepts no liability for the correctness, completeness and topicality of the data provided. This applies in particular to the automatically transmitted job offers.
- 3. In the case of paid contractual relationships, Logistic Analytic guarantees a 95% access option during the term, not at all in the context of free services. If the possibility of access in the context of paid contracts is reduced by more than 5% for the term of the contract, the contractual consideration increases by the same percentage. Logistic Analytic is not liable for any damage resulting from the lack of availability or accessibility of the internet service.
- § 9 Release from Liability, Copyrights, Usage Options and Data Protection
- 1. Only Logistic Analytic has the copyright to the database works in their entirety in accordance with Section 4 (2) of the Copyright Act. The respective owners are entitled to copyrights to the data and files posted. Every user who posts data to the Logistic Analytic website Logisticjob.com grants Logistic Analytic and other users a simple right of use that is unlimited in terms of space, time and content.
- 2. Every user who posts his data assures Logistic Analytic that he is the owner of the copyright or that he is acting with the author's power of representation. Logistic Analytic cannot verify the actual authorship of the user and has not verified this either. Logistic Analytic is therefore not liable to a user who calls up a file and uses it for the fact that the actual user has granted him the right of use and knows that his entered data will be and will be saved by Logistic Analytic.

§ 10 Cooperations of Logistic Analytic

The user expressly agrees that his data and corresponding job offers or résumés will not only be published under the domain www.Logisticjob.com, but also on the websites Airlinejob.de, Bahnjob.de, after a decision by Logistic Analytic Importjobs.de, Exportjob.de, Airlinesjob.net, Railwayjob.net, Purchasejob.net, Warehousejob.net, Transportjob.net and from cooperation partners of Logistic Analytic with whom Logistic Analytic works.

§ 11 Protection of Logistic Analytic

The underlying idea and the user interface of Logisticjob.com are also protected as a copyrighted work. The name of the website Logisticjob.com from Logistic Analytic is a registered trademark and has also largely acquired traffic recognition. The law against unfair competition, the trademark law and the copyright law protect against imitation of this job market or the concrete success patterns of Logistic Analytic.

§ 12 Place of jurisdiction - other - severability clause

The place of jurisdiction is Bad Homburg. For better legibility in the text, only the masculine form is used. The text applies to male and female persons taking into account the german equality law. Circumventing these terms and conditions, in particular the brokerage and / or so-called straw man business, are not permitted. Should a provision in these terms and conditions or a provision in the context of other agreements be or become ineffective, the effectiveness of all other provisions or agreements will not be affected.