Schloz Wöllenstein
SERVICES

General Terms and Conditions of Business

carsonal - an online offer from SWS - as at 03/2026

1 Object

(1) Schloz Wöllenstein Services GmbH & Co. KG, hereinafter referred to as SWS, operates the web application carsonal, candidate management and recruitment software. The exact scope of services is as set out in the licence package booked.

(2) Through carsonal, further services from SWS or third-party providers may be utilised. When using third-party services, in particular external job boards, their general terms and conditions apply.
These are referred to accordingly within carsonal. Furthermore, the rules governing the publication of job advertisements in accordance with § 10 must also be observed.

(3) The development, content management, hosting, maintenance and support of carsonal are provided by SWS and partner companies. Corresponding contracts for data processing have been concluded with these partner companies.

2 Duration and termination of the agreement

(1) The contract shall commence upon signature of the confirmation of the offer or on the agreed date. Unless otherwise agreed in individual cases, contracts shall be concluded for an indefinite period.

(2) Notice of termination may be given at any time with effect from the end of the month. Notice of termination must be given in writing and sent electronically to support@carsonal.de or by post to Schloz Wöllenstein Services GmbH & Co. KG.SWS reserves the right to modify parts of carsonal, or carsonal as a whole, without any separate announcement, or to discontinue publication temporarily or permanently. If carsonal is terminated in its entirety, the Client will be reimbursed for any overpaid usage fees.

(3) The right of both parties to terminate the agreement without notice for good cause shall remain unaffected. For SWS, such good cause shall exist if the Client persists in violating essential provisions of this agreement, despite warning, and/or if the Client engages in wrongful conduct in respect of third parties by using the information obtained from carsonal for unlawful purposes, if the Client breaches copyright, or if the Client discloses information in breach of the confidentiality obligations set out herein.

(4) All data stored in carsonal will remain stored for a further three months after effective termination of the agreement. During this period, the Client has the option of exercising their right to data portability. After the three-month period has expired, the data will be irrevocably erased.

(5) SWS undertakes to ensure that the functionality of the booked packages is free of defects. If the functionality is restricted, the Client has the right to terminate the agreement without notice for good cause if the defects cannot be remedied by SWS.

3 Scope of services, costs and payment terms

(1) carsonal is available in several licence packages, each offering a different scope of services. In the case of individual agreements, the usage fee is stipulated in the user agreement.

(2) The carsonal light licence package is available to users free of charge. The scope of services is limited to the recruitment software. Users are expressly not entitled to use the applicant management software

(3) The paid licence packages include both the recruitment software and the applicant tracking system. The prices for the paid carsonal licence packages are set out in the customer-specific quotation or the contract.

(4) The agreed licence fees are based on the purchase prices applicable at the time the contract is concluded for hosting, maintenance, interface fees, etc., as well as current labour costs. Should these cost-determining factors objectively increase after the contract has been concluded, SWS is entitled to adjust the prices in proportion to the cost increases. The customer shall be notified of the price adjustment in writing four weeks before it takes effect. In the event of a price increase of more than 10%, the customer shall have a special right of termination at the time the price increase takes effect. The obligation to adjust prices shall apply mutatis mutandis in the event of cost reductions.

(5) The monthly licence fee is invoiced annually in advance. If the contract commences during a current calendar year, the licence fees for the remaining months of that calendar year become due upon conclusion of the contract. The licence fees for the first month of the contract are calculated on a pro rata basis, calculated to the nearest day.

(6) The switch to a smaller package (downgrade) is permitted once per calendar year; the switch to a larger package (upgrade) is permitted at any time. When switching packages, the customer will receive a pro-rata refund or credit note for the remaining months of the current calendar year.

(7) Provided this is included in their service package, the customer may top up their budget and thereby benefit from discounts. They may use the budget they have booked to purchase job advertisements. The customer will receive an invoice from SWS for the budget booked. The budget must be used in full by 31 December of the following calendar year at the latest. The budget expires at this point.

(8) Chargeable job advertisements and other additional services are invoiced upon placement of the order or acceptance of the quotation.

(9) Rechnungen sind ohne Abzug innerhalb von 14 Tagen nach Rechnungseingang zur Zahlung fällig. Soweit der Kunde in Zahlungsverzug gerät, wird der ausstehende Betrag mit 9 Prozentpunkten über dem jeweils gültigen Basiszinssatz verzinst. Dies lässt die Geltendmachung weiterer Rechte unberührt.

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(10) If the customer is more than 30 days in arrears with a payment, SWS is entitled to terminate the contract for good cause. If the delay in payment relates to a budget allocated for job advertisements, this shall be suspended until full payment has been made.

(11) The customer is only entitled to set-off in the event of written consent or in the case of claims that have been legally established and are undisputed.

4 Content and scope

(1) SWS is the provider of the services and information offered in carsonal and is, as such, a service provider within the meaning of Section 7 (1) of the German Telemedia Act [TMG]. In accordance with the general legislation, SWS shall be responsible for its own content that can be retrieved via the product.

(2) SWS does not endorse any content published by users via carsonal. Pursuant to Sections 8 to 10 of the German Telemedia Act, as a service provider, SWS shall also not be obliged to monitor third-party information communicated or stored or to look for circumstances that indicate illegal activity. Obligations to remove or block the use of information in accordance with general legislation shall remain unaffected by this. Any liability in this respect shall be possible once their is knowledge of a specific legal violation, however. Upon gaining knowledge of such infringements of the law, SWS shall remove such content without delay.

(3) carsonal contains links to external third-party websites, over the content of which SWS has no control. SWS is therefore unable to accept any liability in respect of such third-party content. The provider or operator of the pages in question shall always be responsible for the content of the linked pages. At the time of linking, the linked pages were checked for any possible legal violations. No unlawful content was apparent at the time of the linking. However, ongoing checks of the content of linked pages without any specific indication of a legal violation is not reasonable. Upon gaining knowledge of any infringements of law, SWS shall remove such links without delay. Where appropriate, SWS reserves the right to provide specific functions that can be used to report legal violations more efficiently.

5 System requirements

(1) In order to use carsonal, the following requirements must be met by the Client: an Internet-capable end device with a minimum screen resolution of 1024x768 pixels, free access to the Internet with at least 2 Mbit/s bandwidth, a personal email address for system administration and one of the following Internet browsers in at least the penultimate version: Chrome, Firefox or Internet Explorer.

(2) The provision of Internet access is not an integral component of the contractual relationship between the Client and SWS.

6 Terms and conditions of provision

(1) In order to access carsonal, there must be a valid contract between the parties, e.g. through confirmation of an offer.

(2) The client administrator is authorised to create work locations and add other users. Each user must be issued with a separate login for this. It is expressly prohibited to grant group user access.

(3) If a created work location is an independent legal entity, the Client, as the controller within the meaning of the EU GDPR, is obliged to conclude an agreement with this company on the processing of its personal employee and applicant data.

(4) Every user has the right to have their access disabled by the client administrator.

(5) If the client administrator leaves the Client's company, a new administrator must be appointed immediately by the management. This new administrator can deactivate the invalid one.

7 Use of carsonal

(1) The Client may use carsonal only for appropriate purposes. In particular, the Client shall maintain the confidentiality of user names and passwords for carsonal, refrain from sharing these with others or tolerating or enabling access by others, and take the steps necessary to ensure confidentiality, informing SWS in the event of any misuse or loss of these details, or suspicion of their misuse or loss.

(2) When using carsonal, the rules of good and respectful conduct among users shall apply. No user may breach statutory prohibitions, common decency or third-party rights (such as name or trademark rights, copyright, data-protection rights and rights to privacy, etc.) with material that he/she makes accessible to others via the product. In particular, users are prohibited from, directly or indirectly, distributing content that is pornographic, detrimental to minors, or that glorifies or incites violence, to incite criminal acts or provide instructions for the same, or to offend the political, ideological or religious views of third parties. The decisions and stipulations of SWS and its agents who decide which content or conduct breaches the aforementioned principles shall be binding upon users.

(3) Furthermore, the user must in particular refrain from
- Sending data, or saving data to a SWS data medium, that, due to its type or nature, size or number, is capable of impairing the functioning of SWS's computer systems or those of affiliated companies or third parties, or which may breach the latter's rights (such as viruses, Trojan horses, spam emails, etc.),
- Performing actions that would place an unreasonable or disproportionately large burden on SWS's computer systems infrastructure,
- Using data-mining tools, robots or similar methods for data collection and evaluation, and/or

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- In any way copying, reproducing, "framing" or linking content or information available from SWS unless permitted by these terms.

(4) Users are prohibited from any form of advertising to other users or third parties by using the product. This also relates to placing appropriate links and, in particular, to advertising for chain letters, gift circles, surveys, pyramid and snowball systems, and the purchase of securities.

(5) The downloading, saving or forwarding of other users' personal information for purposes other than the proper use of carsonal is prohibited. Users must treat confidentially any information about other users and the content of all communication of which they become aware, unless this information has been published by the authorised party itself.

(6) Users will be responsible for backing up their data at appropriate intervals.

8 carsonal brand packages

(1) Brand packages are only available to Clients with a valid trade or service contract for the respective brand. The use of brand packages for work locations without a valid trade or service contract for the respective brand is expressly prohibited.

(2) When using several brand packages, the Client is responsible for ensuring that the respective brand packages and brand-specific career sites are used only in such a way that they comply with the corresponding trade or service contracts of the respective brands. This applies in particular to companies with different brands within a group of companies. Breaches can lead to termination of the agreement without notice.

(3) The relevant terms of use of the brand manufacturer shall apply additionally for content provided within the scope of the brand package.

9 Use of the system's own career site

(1) The system's own career site is a website operated by SWS and can be linked to the Client's company website.

(2) Provided that this is included in the scope of use, SWS will set up a dedicated careers page (subdomain) for the customer. A valid contract for carsonal between the contracting parties is a prerequisite for the provision of the careers page.

(3) The Client is responsible for the accuracy of all information on the Client's career site (legal notice, privacy policy, etc.). This information must be entered by the Client when carsonal is first set up and must be kept up to date at all times.

(4) SWS cannot review all content (such as texts, photos, legal notice, privacy policy) published by the Client on the career site and is not responsible for the use or effect of such content.

(5) The Client is solely responsible for the published content and for any damage resulting from this content or from their own behaviour.

(6) SWS is not a party to any communications, transactions, interactions or disputes between the Client and third-party content providers and assumes no responsibility or liability for the same.

(7) SWS is obliged to delete the Client's career site immediately after termination of the agreement so that access by third parties is no longer possible under any circumstances.

10 Rules for the publication of job advertisements

(1) The regulations and terms and conditions of the respective job forum apply for the publication of job advertisements via carsonal.

(2) If the job forum has not made any provisions regarding the publication of job advertisements, the following provisions shall apply. These regulations also apply to the publication of job advertisements on the career site.

(3) The job advertisement must comply with applicable local, national or international laws, in particular with respect to labour and employment, equality and the requirements with regard to job qualifications, data protection, data access and use, and intellectual property.

(4) The job advertisement must comply with the factual and legal requirements.

(5) The job advertisement must not require applicants to provide information about ethnic origin, political opinion, philosophical or religious beliefs, trade union membership, physical or mental health, sexual orientation, pendency of criminal charges or proceedings, or age, except as permitted by applicable law.

11 Availability

(1) The average annual availability of carsonal is specified as 98.3% (operating hours). In the event that this availability is not achieved, or that the system is inaccessible for more than three consecutive days, the Client shall be entitled to terminate the agreement for good cause.

(2) Periods during which data backups, system maintenance or program updates are being carried out shall be excluded from the operating hours. SWS shall undertake to minimise as far as possible any disruption resulting from such activity.

(3) Where necessary, SWS shall also be entitled to carry out the tasks covered by Paragraph 2 during operating hours. This may result in disruption to data access, which SWS shall seek to minimise as far as possible.

(4) SWS shall be released from any obligation to perform services under this contract if and to the extent that the failure to perform services is due either to technical disruptions beyond SWS's control, or due to a situation of *force majeure* (in particular, water leaks or floods, power outages and breaks in or destruction of data-carrying lines) arising after the conclusion of the contract. Should service delivery become permanently impossible, SWS shall be released from its contractual obligations. Claims for damages on the part of the Client are fundamentally excluded in such cases.

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12 Confidentiality and data protection

(1) The contracting parties undertake to maintain the confidentiality of all information regarding the affairs of the other party made available in the context of the agreement or in the course of cooperation that has been marked as confidential, that has been designated as confidential when transmitted orally, or that is recognisable as confidential in the view of an objective observer, as well as business and operational secrets, in particular, but not limited to, information, data, ideas, concepts and business models. The contracting parties are prohibited from utilising confidential information for any purpose other than the fulfilment of tasks included under the agreement, to share such information with third parties, or to make any other use of it, without the written consent of the other contracting party.

(2) Both parties undertake to impose the confidentiality obligation on all employees and/or third parties having access to the above-mentioned business transactions and processes.

(3) The confidentiality obligation shall not apply to information
- that was already known to the other party at the time the contract was concluded,
- that had already been made public at the time it was disclosed by the disclosing party, without such public release having originated in a breach of confidentiality by the respective other party,
- for which disclosure has been expressly authorised in writing by the other party.

(4) The rights and obligations under (1) and (2) shall not be affected by a termination of this agreement.

(5) SWS undertakes to grant access to the Client's confidential information solely to those of its employees who are tasked with carrying out the services in the context of this agreement.

(6) In order to post and publish job advertisements to job forums and social networks (Facebook, etc.), the Client's data will be passed to the partner companies accordingly.

(7) The Client undertakes to independently and immediately deactivate user IDs that are known to their departing employees or other employees who, for other reasons, should no longer have access to carsonal.

(8) SWS undertakes to comply with the provisions of the EU General Data Protection Regulation (EU GDPR) and other applicable data protection regulations within the scope of commissioned data processing. This applies in particular to the processing of personal data.

(9) The detailed regulations on commissioned data processing are set out in a separate agreement between the contracting parties.

(10) The customer receives the data processing agreement upon delivery of the quotation.

13 IT security

(1) SWS undertakes, in accordance with the current state of technology, to immediately and effectively protect all client information and data against access by unauthorised third parties, especially against misappropriation, loss, tampering, damage or reproduction of any kind.

(2) In particular, SWS shall protect the systems to which it has access against unauthorised perusal, storage, alteration and other unauthorised access or attack of any kind whatsoever by employees or other third parties. To this end, SWS shall take proven measures, employing state-of-the-art technology, to the extent necessary, in particular to provide protection against viruses and other malware and malicious program routines.

(3) SWS shall be responsible for the nature and scope of backups and for the archiving of evaluations.

14 Consequences of violations

(1) SWS is not obliged, nor is it in a position, to examine in detail the legality of the content posted by users and/or to monitor such content and/or to look for circumstances that indicate illegal activity. SWS will, however, undertake random checks, reserving the right to examine and remove any content.

(2) Should it suspect improper use or significant violations of this agreement, SWS reserves the right to investigate these processes, to take appropriate precautions and, in the event of a justified suspicion, to block the Client's access to the content – at least until the Client allays such suspicion – and/or, in the event of severe violations, to terminate the contractual relationship without notice. Access will be restored if the Client is able to allay the suspicion. The Client must notify SWS promptly of any evidence of misuse of carsonal.

(3) In the case of violations of these General Terms and Conditions of Business, SWS may delete content and information posted by or otherwise attributable to the Client. Furthermore, SWS may temporarily or permanently exclude the Client from using carsonal.

(4) In the event of a deliberate violation of these General Terms and Conditions, the user will be liable to compensate SWS for all damages resulting directly and indirectly from that violation, including financial loss. In the event of a violation of these General Terms and Conditions, the user shall indemnify SWS against any third-party claims asserted against SWS, its legal representatives and/or vicarious agents as a result of that violation. All other rights are reserved.

15 Rights arising from defects / liability

(1) Whether in the context of contractual or non-contractual claims, SWS shall only be liable for damages resulting from intentional or grossly negligent actions, or that arise from ordinarily negligent violations of such obligations as are essential for enabling the execution of an existing agreement with the user in question, and upon the fulfilment of which the contracting parties can therefore rely (material contractual

obligations). In the latter case, liability is restricted to the typical damages foreseeable for this type of agreement at the time the agreement was concluded.

(2) Any claims for compensation by the Client beyond those in Paragraph 1 are hereby excluded. Excepted from the above are claims by the Client for compensation for loss of life, physical injury, or injury to health, or arising from the violation of material contractual obligations, as well as liability for other damages arising from a wilful or grossly negligent breach of obligation by SWS, its legal representatives or vicarious agents. Material contractual obligations are those that must be fulfilled in order to achieve the objective of the agreement.

(3) In the event of any breach of material contractual obligations, SWS will be solely liable for foreseeable damages typical of the agreement where these are caused by simple negligence, except where claims by the Client for compensation for loss of life, physical injury, or injury to health are concerned. Unless otherwise agreed, claims for lost profits are excluded.

(4) The limitations in Paragraphs 2 and 3 shall also apply in respect of SWS's legal representatives and vicarious agents where such claims are directly asserted against them.

(5) The limitations of liability arising from Paragraphs 2 and 3 shall not apply where SWS has maliciously concealed a defect or has assumed a warranty for the properties of the item. The same shall apply where SWS and the Client have concluded an agreement regarding the properties of the item. The provisions of the Product Liability Act [Produkthaftungsgesetz] shall remain unaffected.

(6) Moreover, SWS shall not be liable for technical disruptions, the cause of which lies beyond its control, nor for losses resulting from *force majeure*. The same shall apply to any losses resulting from incorrect subsequent processing of the information retrieved by the Client or from its improper use.

(7) In the case of a loss of data, SWS shall be liable for the costs of data restoration that would be necessary in the case of regular and proper data backups by the client. This limitation shall not apply if and to the extent that data backup is an integral component of the services to be provided by SWS.

(8) SWS creates its own content to the best of its knowledge and in accordance with the level of diligence customary for the industry. Furthermore, SWS shall not be responsible for the accuracy, completeness and/or currency of the content. SWS provides no guarantee for the information provided in carsonal in terms of content being correct, up to date or usable, or that it will lead to the desired result for the Client. Any liability in this respect on the part of SWS is hereby excluded.

(9) SWS merely provides the Client with templates for its personnel work. The Client is solely responsible for ensuring that all legal provisions are observed when using the templates externally/vis-à-vis third parties, e.g. in the case of job offers created with the help of the text modules.

(10) The responsibility for content posted in carsonal shall lie solely with the user who posted it or on whose behalf it was posted.

(11) By agreeing to these General Terms and Conditions of Business, the Client declares that the content it posts shall not violate these General Terms and Conditions of Business or any applicable legislation, and shall not be immoral or discriminatory. Furthermore, the Client declares that it is entitled to use the content used within carsonal and that said use shall not breach any third-party rights.

(12) SWS shall not be liable for the accuracy, completeness, legality or legitimacy of information posted in carsonal by registered users.

16 Copyright and related protection rights

(1) The proprietary content provided within the scope of carsonal and content published by the Client are protected by copyright and ancillary copyright law.

(2) The reproduction, public disclosure or other utilisation or exploitation of such protected content is generally not permitted without the consent of the respective copyright holder. Where the law does not allow exceptions, the only permissible use is for personal, non-commercial purposes within the intended use of the product.

17 Other provisions

(1) The law of the Federal Republic of Germany shall apply exclusively. The applicability of the UN Sales Convention is expressly excluded.

(2) If the Client is an entrepreneur, the exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship is Chemnitz.

(3) Any amendments or addenda to these General Terms and Conditions shall only be effective in writing. Amendments or addenda with respect to the object of the contract must likewise be made in writing and must be signed by both parties to the contract. This shall also apply to any abrogation of the written form requirement. Any oral or electronic collateral agreements to this contract shall be null and void.

(4) Should individual provisions of the contractual relationship or of the General Terms and Conditions be or become wholly or partially ineffective or invalid, this shall not affect the validity of the remaining provisions of the General Terms and Conditions. The parties undertake to replace the ineffective or invalid provision with a valid provision most closely approximating to the intended commercial purpose of the original provision. The same shall also apply in the event of any omission in the agreement.