

Terms and conditions ALPHA.CH, jobwinner.ch, jobup.ch

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1. Scope
2. Online offer and acceptable uses
3. Contractual penalty
4. Prices
5. Duration of contract; deletion of advertisements; payment terms
6. Place of publication, linking/framing
7. Data protection
8. Alterations, interruptions to and discontinuation of the online offer
9. Liability
10. Final provisions

1. Scope

The GTC regulate the contractual relationships between the user of the online job markets ALPHA.CH, jobwinner.ch and jobup.ch (hereinafter referred to as "job platforms") and Jobup AG (hereinafter referred to as "Service Provider") with regard to all products and services ("Online Offer") offered by the Service Provider online on the job platforms. The GTC apply to every use of the portal, in particular the publication of advertisements, the selection of profiles, the retrieval of advertisements and profiles and applications to advertisements.

Terms

User:

All visitors to the job platforms, namely job advertisers and jobseekers, are deemed to be users.

Job advertisers:

Users of the job platforms who offer jobs in the job platforms and/or search for job applicants or call up their data are deemed to be job advertisers.

Jobseekers:

Users who call up job advertisements in the job platforms and/or devise their own profile as a jobseeker and/or apply for jobs advertised on the job platforms via the job platforms or outside the job platforms are deemed to be jobseekers.

2. Online offer and acceptable uses

- a. The type and extent of the online offer depends on the offer at the time of access by the user.
- b. Users are obligated to specify their identity and valid address when setting up their appointments market account. A PO box address is not acceptable. If in doubt, the Jobup AG appointments market reserves the right to demand an excerpt from the register of companies or identity papers.
- c. The user agrees to the advertisements placed by him (incl. all data, photos, advertising videos etc.) being published on the job platforms and their partners' platforms.
- d. Users shall undertake to use the Job Platform exclusively as agreed to look for jobs or applicants and in particular to only place serious job offers, applications or profiles. Users of ALPHA.CH agree to use the platform solely in accordance with its terms to look for jobs or applicants concerning management positions (people with leadership functions) or jobs directed at highly qualified specialists and in particular only to place correspondingly serious job offers, applications or profiles. Management positions in this sense shall be regarded as executive activities which are occupied by people who due to their position and responsibility and, depending on the size of the company, possess extensive decision-making powers, or decisively influence decisions of great consequence, and consequently are able to exercise lasting influence on the structure, course of business and development of a company or part of a company. Professionals who pursue an occupation with special training requirements shall be regarded as specialists in the sense mentioned. In contrast with the conventional management concept, this involves people who perform specialised functions, but do not necessarily hold a management position, e.g. project heads, lawyers, company psychologists, etc.
- e. The job platforms in particular does not permit the following:
 - i. Offers and making contact which do not occur solely to advertise or look for serious management positions or positions for specialists;
 - ii. illegal or immoral offers;
 - iii. Ads whose content is not a serious job offer on the job platforms but rather refer visitors to other offers made elsewhere. (see Guidelines, the latest version available on ALPHA.CH, jobwinner.ch and jobup.ch)
- f. The Service Provider reserves the right to demand that the ads placed are changed, or to reject or suspend placed ads or profiles without having to give reasons.
- g. If there is a suspicion that the online service is used for illegal or immoral purposes, or purposes in violation of the contract, the user's access can be withdrawn without notice. The same applies to unauthorised use of third-party

personal data. The Service Provider reserves the right to report any such violations to the relevant authorities.

3. Contractual penalty

The placement of advertisements which pursue objectives other than the offer of serious job openings, directed at people with executive functions (management positions) or at highly qualified specialists, shall be inadmissible. If companies about to place an ad are not sure whether their ad is within the permissible boundaries, they may seek advice from the Service Provider. The Service Provider has the right to remove unacceptable ads from the job platforms after their discovery. Companies who repeatedly violate paragraph 2 lit. e. are obliged to pay a contractual penalty to Jobup AG.

In the case of such repeated contractual violations, the contractual penalty is CHF 1,500 per number of days the unacceptable ad is on the platforms between 00:00 und 24:00 h (local time CH). (Example: The Service Provider has removed a company's unacceptable ad once before from the job platforms. Nonetheless, the company places another ad that clearly violates paragraph 2 lit. e. The ad stays on the platforms, say, from Monday, 13:30 h to Sunday 07:00 h. As a result of this repeated contractual violation, the company has to pay a contractual penalty of CHF 1,500 per day, which totals CHF 10,500).

4. Prices

Insofar as the offers of the Service Providers are nongratiuitous, the valid prices are those that are published at the time the contract is entered into.

The Service Provider reserves the right to change the prices. They come into force for all users at the same time and apply to current orders.

However, the user of an offer in return for payment is however entitled to terminate the contract, by means of notification of cancellation within a period of two weeks of being informed of the new prices, and with effect from the time at which the new prices come into force. In this case the price is calculated pro rata temporis.

5. Duration of contract; deletion of advertisements; payment terms

After termination of the advertisement contract, the service provider is not obliged to retain the advertisements placed.

Contracts are entered into for at least 30 days or in accordance with other contractual regulations and cannot be terminated early. User may opt to delete their advertisements, profiles or data or have them deleted prior to expiry of the contractual term at any time. In these cases, as in the case of all deletions carried out by the service provider on the basis of these GTC, full payment shall be due and no refunding can occur.

Unless agreed upon otherwise in writing, invoices must be paid within 30 days from the day of the invoice without deductions (net net). Any agency commission must be agreed upon in advance in writing. In the case of late payments, a reminder charge of CHF 10.00 and 6 % interest on arrears will be charged.

In the case of prosecution, delayed payment and bankruptcy, there are no discounts and agency commissions. Any agency commission already paid will be reclaimed and 5% of the total sum (at least CHF 50.00, max. CHF 300.00) will be charged. The Service Provider reserves the right to check the creditworthiness of clients or agents.

6. Place of publication, linking/framing

We refer the potential employer to the fact that, given the present state of the art, it cannot be guaranteed that the advertisements published on the service provider's platforms will not also be copied, linked and/or re-published and presented by other internet providers as their own offer with the aid of frames. We strive to prevent copying, linking and/or framing in the above-mentioned sense within the limits of what is technically and legally possible and the potential employer transfers to the service provider the right (not the duty) to take legal action against any unauthorised use of whatever nature of the advertisements. If unauthorised copying, linking and/or framing or any other unauthorised use by third parties occurs, this does not entitle the party placing the advertisement to make any claims against the service provider.

7. Data protection

The Service Provider only asks for necessary data and handles them with care. Please read our data protection declaration.

The Service Provider adheres to the regulations of the data protection act, but is unable to guarantee fully the confidentiality, integrity, authenticity and availability of personal data. Users shall note and consent to the fact that personal data is also retrievable in countries in which legislation is lacking that guarantees appropriate data protection. Users are responsible for complying with data protection when accessing personal data (including from overseas) and processing it. The storage of data on data carriers etc. shall be handled restrictively, printouts handled in confidence and non-required personal data deleted immediately etc.

Jobseekers are advised that all users registered as job advertisers have access to the selected profiles and the data sent to them by jobseekers.

The user is thereby in agreement that the advertisement, that is placed on the vacancies portal, may be distributed across further channels by the service provider (e.g. social media channels or mobile portals).

The User or agent agrees that the ads and profiles placed by him cannot be used by third parties. In particular, the User or agent does not allow the transfer of ads and profiles to other online services by third parties and transfers to the Service Provider the right to prosecute if the ads and profiles are used otherwise.

8. Alterations, interruptions to and discontinuation of the online offer

The Service Provider reserves the right to adapt the online service to technical innovations or change it because of other factors. Such changes may be put into effect by the Service Provider at any time.

The online offer is available 24 hours a day. However, the Service Provider cannot guarantee minimum availability. The Service Provider reserves the right to suspend the online offer in whole or in part. Given well-founded cause to suspect non-contractual, illegal or immoral use of the online offer by the customer, the Service Provider may delete the contents in question without giving notice or reasons. In particular, in the event of changes to or interruptions, suspensions of the online offer and deletions of contents, the customer shall have no right of withdrawal from the contract and/or reduction or refund of remuneration.

9. Liability

The User is responsible for the content of his ads and profiles and all other data provided by him. In particular, the User guarantees that the data are legal, correct and up-to-date. The User ensures the confidentiality of his user data and all the activities carried out through his access. In particular, the User is obligated to treat confidentially the usernames and passwords assigned to him and to make them available only to authorised persons within the company. The User is liable for damages if the usernames and passwords assigned to him are abused.

The User is liable to the Service Provider, its institutions, employees and auxiliary persons for all damages resulting from the use of the online offer, irrespective of culpability. If the Service Provider, its institutions, employees and auxiliary persons, as a result of the use of the online offer by the user, is prosecuted by third parties or official bodies, then the client frees the Service Provider, its institutions, employees and auxiliary persons from any third-party claims and assumes any judiciary and extra-judiciary costs. The User is obligated, upon third-party notice, to attend legal proceedings.

Any liability of the Service Provider, its institutions, employees and auxiliary persons is excluded, in as far as legally permissible. In particular, no liability is assumed for the availability, correctness and completeness of the online offer, for damages resulting from the use of the service by a person who is not a registered user and for the user's/any third party's illegal and immoral acts.

10. Final provisions

Place of jurisdiction is Zurich. The Service Provider is, however, authorised to assert his rights in the user's place of residence or with regard to any other public authority. Swiss law applies.

The latest version of the terms and conditions published on the Internet apply between the user and Jobup AG.

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