

Terms of Use of ZALVUS GmbH / for Candidates

1. Scope of application

These Terms of Use apply to the offer of ZALVUS GmbH (hereinafter "Zalvus"). They apply to all services provided by Zalvus to the applicant, even if not separately agreed again.

2. Services provided by Zalvus

- 2.1. Zalvus offers a convenient recruiting platform. The use of Zalvus is possible for candidates without registration and free of charge. The use of our platform establishes a user relationship between Zalvus and you within the scope of these terms of use. No further relationship is established between Zalvus and you, in particular no employment, employment agency or broker relationship, no partnership or partnership under civil law. This does not apply if you successfully apply for a vacancy at Zalvus yourself via the website.
- 2.2. Zalvus provides recruiting services on behalf of its customer and is therefore entitled to check the suitability of candidates and classify them at its own discretion. Zalvus is not obliged to accept, review or forward a submitted application to the company issuing the invitation to tender. Similarly, the candidate is not entitled to a statement of the decision parameters used by Zalvus.
- 2.3. Zalvus does not make a final decision about the filling of the vacancy of its customers. In this respect, Zalvus does not bear any responsibility for the success of an application submitted or forwarded by Zalvus to its customers.
- 2.4. Zalvus offers within the "Candidate Service Plus" program to introduce the candidate to companies that offer job openings. This service is free of charge for the candidate. Zalvus is not obliged to search for relevant positions or to submit information despite the candidate's consent. Zalvus reminds companies of the legal requirements when transmitting personal data, but does not assume any liability for their data processing after submission.

3. Newsletter

If you subscribe to our Top-Jobs newsletter, we will send you our regular newsletter with current recruiting topics and selected job offers to the specified address. You can unsubscribe at any time by clicking on the appropriate link at the end of each newsletter or by sending a short message to zalvus@zalvus.com.

4. Obligations of the candidate

- 4.1. The candidate is responsible for ensuring that all information provided during the presentation process is truthful and that the information provided is up to date. This does not apply if there is no right to ask questions in order to protect against discrimination and knowledge of this is not required for the job.
- 4.2. The candidate must ensure that his use of Zalvus, the documents or files transmitted, and the content communicated within the framework of the feedback function do not violate applicable law. Especially:
- the distribution of viruses, Trojans and other harmful files;
 - the sending of junk or spam mails and chain letters;
 - the distribution of (sexually) offensive, obscene, defamatory, racist, fanatical or otherwise illegal content;
 - to promote, support or endorse (explicitly or implicitly) the distribution of content that promotes hatred, physical violence or unlawful acts.
- 4.3. The candidate grants Zalvus a simple, worldwide, sub-licensable right of use, limited in time to the duration of this contract and limited in content to the contractual purposes, for all documents, information or other materials that he/she transmits within the scope of the introduction and qualification process.
- 4.4. The candidate shall ensure that the information, documents, files or other contents transmitted by him do not violate the rights of third parties. The candidate indemnifies Zalvus against all claims and costs, including costs of legal defense, asserted by third parties against Zalvus for infringement of their rights.
- 4.5. The candidate shall ensure that he or she only shares advertisements on Zalvus with third parties if the legal requirements are met and, in particular, any necessary consents are obtained. The candidate may not use the function in a way that cannot reasonably be assumed to be desired by the recipients of the recommendations, e.g. because a large number of recommendations are sent within a short period of time.
- 4.6. The candidate may only use the services of Zalvus for his own private purposes. This also includes the recommendation of advertisements to family members, friends and acquaintances.
- 4.7. Zalvus does not have any back-up obligations regarding the presentation submitted by the candidate, including the attached documents. The candidate himself is responsible for ensuring that the submitted documents are adequately secured against loss, damage or destruction.

5. Liability and warranty

- 5.1. The following regulations on the liability of Zalvus apply to all claims for damages or other claims for damages of the applicant arising from/or in connection with the execution of this contract and liability cases regardless of the legal basis on which they are based (e.g. delay, impossibility, any breach of duty, existence of an obstacle to performance, unlawful act etc.).
- 5.2. For claims of the candidate
- for damages resulting from injury to life, limb or health,
 - in the case of fraudulent concealment of a defect by Zalvus or due to the absence of a quality for which Zalvus has granted a guarantee,
 - those which are based on intentional or grossly negligent conduct on the part of Zalvus, its executive bodies or executive employees, and
 - those liable to the Product Liability Act
- the legal regulations apply.
- 5.3. Zalvus and its vicarious agents shall only be liable for material damage and financial loss caused by negligence in the event of a breach of a material obligation, i.e. an obligation the fulfilment of which is essential for the proper execution of the contract and on the observance of which the candidate may regularly rely, but limited to compensation for the typical damage foreseeable at the time of conclusion of the contract.
- 5.4. Typical and foreseeable damages according to 5.3 are only damages up to an amount of EUR 120,000.
- 5.5. Apart from this, Zalvus shall not be liable for slight or simple negligence.
- 5.6. The strict liability of Zalvus in the area of tenancy law and similar usage relationships for errors already existing at the time of conclusion of the contract is explicitly excluded.

6. Data protection

- 6.1. Zalvus alone decides on the purposes and means of its processing of personal data of candidates. Zalvus only provides assistance with regard to data processing by the customer after transmission.
- 6.2. In its area of responsibility, Zalvus processes personal data exclusively in accordance with the applicable legal requirements, in particular in accordance with the Basic Data Protection Ordinance (DSGVO) and the Federal Data Protection Act (BDSG).
- 6.3. All Zalvus employees are obliged to maintain the confidentiality of personal data.

7. Other

- 7.1. The legal relationship between the contracting parties is subject exclusively to the law of the Federal Republic of Germany. The provisions of the Vienna UN Convention on Contracts for the International Sale of Goods of 11 April 1980 and the provisions of international private law leading to the application of foreign law shall not apply.
- 7.2. German law shall apply.
- 7.3. Should individual provisions of this contract be wholly or partially invalid or unenforceable, or should they later lose their validity or enforceability, this shall not affect the validity of the remaining provisions in case of doubt.

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