

# Terms of Use for the Hellmann Recruiting Portal

Effective: March 01, 2020

For all branches and companies of Hellmann Worldwide Logistics ("Hellmann"), the submission of documents for the recruitment of suitable persons ("**applicants**"), in particular letters of application, CVs and certificates ("**profiles**") by agents, head hunters, etc. ("**personnel service providers**") are subject to the following Terms of Use.

These terms do not apply to the Hellmann Career World if used by applicants themselves.

## I. Scope

I.1. Hellmann offers personnel service providers the opportunity to use an IT access ("**recruiting portal**") set up by Hellmann to send in profiles. The submission of a profile is considered an offer to conclude a contract for placement services, in which these conditions are part of the offer.

I.2. The recruiting portal is only available to personnel service providers who use it in the exercise of their commercial or self-employed professional activity and are thus entrepreneurs within the meaning of § 14 BGB (German Civil Code). The recruiting portal is not available to consumers.

I.3. Deviating terms and conditions of the personnel service provider shall not apply, even if Hellmann does not separately object to their validity. Deviating or contradictory conditions are therefore only valid if they have been acknowledged by Hellmann in written form or text form.

I.4. Unless expressly agreed otherwise, individual agreements between the personnel service provider and Hellmann and these conditions complement each other, but do not replace each other. This applies regardless of whether individual agreements were made before or after the inclusion or modification of these conditions. In the event of contradictions, individual agreements take precedence.

## II. Description of the Recruiting Portal and Users

II.1. The recruiting portal offers personnel service providers the opportunity to submit and manage applications and recommendations to Hellmann and companies affiliated with Hellmann.

II.2. In its own interest, Hellmann provides the recruiting portal as uninterruptedly as possible, but does not owe any specific availability.

II.3. The personnel service provider may designate one or more persons for whom access to the recruiting portal is granted ("**users**"). These are typically employees of the personnel service provider or personnel service provider himself.

II.4. Users are created centrally by Hellmann for the recruiting portal and are assigned to a personnel service provider. There is no claim to the creation of a user.

II.5. The e-mail address as user ID and a password ("**credentials**") are defined for each user. The personnel service provider must ensure that the passwords assigned to his users are known only to the respective user.

II.6. The personnel service provider undertakes to treat credentials as strictly confidential and not to pass them on to third parties and will obligate users assigned to him accordingly.

II.7. Hellmann may "**disable**" users' credentials, i.e. either no longer allow them to log in or permanently remove accesses and associated settings and data, if

- the personnel service provider requests this for one or more of its users,
- a user requests this for his own credentials,
- a user cannot be assigned to a personnel service provider,
- no position for the submission of profiles is (any longer) assigned to a user and no further assignments are planned,
- there are indications that credentials are used unauthorized or improperly,
- the security of the recruiting portal or other systems may otherwise be compromised,
- users do not use their access for more than 180 days, or
- there are indications that these Terms of Use or individual terms have been violated.

II.8. . If a user leaves the services of the personnel service provider or is no longer to use the portal for other reasons, the personnel service provider is obliged to notify Hellmann immediately.

II.9. The personnel service provider is obliged to ensure that Hellmann is informed immediately if there is a possibility that third parties have obtained **unauthorized access** to the credentials of the personnel service provider or users. If the personnel service provider or its users lose access to the e-mail addresses used as part of the credentials for the recruiting portal or if these are no longer to be used for the recruiting portal for other reasons, the personnel service provider is obliged to ensure that the e-mail addresses are updated.

II.10. The recruiting portal is designed for operation by natural persons. It requires the explicit permission of Hellmann in written or text form to use screen scraping, web harvesting or similar techniques to enable (partially) automated operation or to make functions accessible in a way other than that intended by Hellmann. The personnel service provider undertakes not to use the

recruiting portal in a way that impairs, slows down or restricts the security or performance of the recruiting portal.

### III. Usage of the Recruiting Portal and Remuneration Claim

III.1. The personnel service provider will always upload profiles **electronically** into the recruiting portal provided by Hellmann. If profiles are still received in paper form, Hellmann will **return** these documents unprocessed to the personnel service provider against payment of costs or **destroy** them on the latter's instructions.

III.2. Unless expressly agreed otherwise, Hellmann is **not obliged to review** submitted profiles and to provide individual feedback.

III.3. The **payment of a remuneration or a placement fee** requires an explicit agreement confirmed by Hellmann in written or electronic form.

III.4. Hellmann regularly contacts the personnel service provider **to obtain additional information and to arrange appointments** with applicants. If the uploaded documents or accompanying information contain contact data of applicants, Hellmann is free to contact applicants directly. This does not affect the payment of any remuneration or placement fee.

III.5. The payment of a fee is excluded if an applicant is already known to Hellmann as a person suitable for employment **due to a previous application** or for other reasons.

III.6. The payment of a fee is excluded in the event that an applicant is selected on the basis of the submission of the profile by another intermediary or by his or her own application for a position. Hellmann will not invite applicants to apply for a position on its own behalf or give other intermediaries information about applicants. It is, however, the responsibility of the personnel service provider to ensure **exclusivity**, if necessary, through agreements with applicants.

III.7. Profiles can only be submitted in response to positions that Hellmann has explicitly **assigned** to individual users of the personnel service provider. Hellmann is entitled to withdraw assignments made if no further submissions for a position are desired from a user, especially if a position has been filled or is no longer to be filled. Hellmann is entitled to **limit** the submission of profiles to a certain number per period for each personnel service provider or user.

### IV. Data Protection, IT Security and Responsibility for Content

IV.1. The personnel service provider undertakes not to upload any content to the portal, either himself or through his users, or through the use of third-party content, that **violates a statutory prohibition** or infringes the rights of third parties.

IV.2. In particular, the personnel service provider must ensure in each individual case that personal data is passed on to Hellmann **lawfully** for the purpose of applicant selection, i.e. that it is regularly based on the legal data protection provisions of Art. 6 GDPR and § 26 BDSG (German Federal Data Protection Law). Insofar as individual data may only be passed on to Hellmann on the basis of consent, the personnel service provider ensures that the special requirements of Art. 7 ff. GDPR are fulfilled.

IV.3. The personnel service provider shall only provide Hellmann with such documents as are **necessary** for the decision on the establishment of an employment relationship within the meaning of Section 26 para. 1 BDSG.

IV.4. The personnel service provider shall inform the applicants concerned of any submission that has taken place or has not taken place despite notification. In the case of submission, the personnel service provider expressly draws the attention of affected applicants to Hellmann's **privacy statement** at [www.hellmann.com/privacy](http://www.hellmann.com/privacy), in particular No. 13, and transmits this data protection information at least electronically, so that Hellmann does not have any **obligation to provide information** of its own on the basis of information already provided pursuant to Art. 14 para. 5 letter a GDPR. This obligation exists regardless of whether uploaded documents or accompanying information contain contact data of applicants. The personnel service provider shall provide proof of the information provided upon request by Hellmann.

IV.5. The personnel service provider shall take appropriate **technical and organizational measures**, which in particular guarantee the security of the processing during data transmission to and from Hellmann. When using the recruiting portal, this is regularly achieved by using state-of-the-art transport encryption. Other measures are to be agreed with Hellmann before submission.

IV.6. The personnel service provider undertakes to ensure that data transferred to the recruiting portal is **free of malware**. The personnel service provider shall supervise and train the users assigned to him accordingly.

IV.7. The personnel service provider has to take appropriate **precautions against the loss** of his contents in the recruiting portal.

IV.8. Unless expressly agreed otherwise, Hellmann is not obliged to take measures to secure the data entered into the recruiting portal by personnel service providers or users.

IV.9. Hellmann processes the **master data** of each user (name, e-mail address, assigned personnel service provider) necessary to use the recruiting portal and the uploaded documents for all applicants. In addition, Hellmann is entitled to log the use of the recruiting portal for a limited time in accordance with Hellmann's privacy statement at [www.hellmann.com/privacy](http://www.hellmann.com/privacy),

especially no. 6. The logging serves exclusively to maintain the technical security, the problem and error analysis as well as the proof of the submission of profiles.

## **V. Termination**

V.1. The personnel service provider may terminate the use of the recruiting portal at any time without notice, unless a notice period for termination has been agreed upon by deviating agreements and provided that no more open submissions are to be processed. If not already done, the credentials provided for users of the personnel service provider will be disabled by Hellmann with effect of the termination.

V.2. The use of the Recruiting Portal by the personnel service provider is considered terminated by Hellmann if the credentials of all users set up for the personnel service provider have been disabled.

V.3. The right to termination without notice for good cause shall remain unaffected for both parties.

V.4. Notices of termination must be given in written or electronic form in all cases not according to no. V.2.

## **VI. Liability by Hellmann**

VI.1. Hellmann has unlimited liability

- in case of intent or gross negligence,
- for injury to life, limb or health,
- in accordance with the provisions of the German Produkthaftungsgesetz (Product Liability Act) and
- to the extent of a warranty assumed by Hellmann.

VI.2. Hellmann shall only be liable for slight negligence if an obligation is breached, which fulfilment is essential for the proper performance of the contract and the breach endangers the achievement of the purpose of the contract and the personnel service provider regularly relies on the observance. However, Hellmann shall not be liable for unforeseeable damages that are not typical for the contract.

VI.3. The liability for the restoration of data of the personnel service provider shall be limited to the amount of the costs necessary to restore the data if they are regularly backed up in an appropriate manner or can otherwise be reconstructed from machine-readable data material with reasonable effort.

VI.4. Hellmann does not accept any further liability.

VI.5. The above limitation of liability also applies to the personal liability of Hellmann employees, representatives and organs.

VI.6. The personnel service provider shall indemnify Hellmann against all claims for payment asserted against Hellmann due to an infringement of rights by the contents posted on the recruiting portal by the personnel service provider or due to the use of the recruiting portal by the personnel service provider. Upon first request, the personnel service provider shall assume all reasonable costs incurred by Hellmann as a result thereof, in particular the necessary costs of legal defense. This does not apply if the personnel service provider is not responsible for the infringement.

## **VII. Amendments to these Terms of Use**

VII.1. Hellmann is entitled to amend these Terms of Use with the consent of the personnel service provider.

VII.2. Consent shall be deemed given if the personnel service provider does not object to the amendment within six weeks of receipt of an amendment notification, provided that the amendment notification contains a reference to this legal consequence.

## **VIII. Applicable Law and Place of Jurisdiction**

VIII.1. German law applies.

VIII.2. The place of jurisdiction shall be Osnabrueck, unless another place of jurisdiction is mandatory by law. The competent court shall in any case be the regional court, irrespective of the amount in dispute. The chamber for commercial matters has functional jurisdiction.