

USER TERMS OF SERVICE

Thank you for choosing JobTwins!

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The column on the right provides a short explanation of the terms of use and is not legally binding.

I. THIS IS A CONTRACT BETWEEN YOU AND US

- § 1.1 Our Services. These User Terms of Service (the “User Terms”) govern your access and use of our using our services (the “Services”) made available on www.jobtwins.work (the “Website”). Please read them carefully.
- § 1.2 When using the Services, you are either an Authorized User (as defined below) or a Private User (as defined below). As an Authorized User, even though you are signing onto an existing workspace, these User Terms apply to you as a user of the Services. We are grateful you’re here.

Basically,

if you use our Services, you agree to be bound by these User Terms.

§ 1.3 These User Terms are Legally Binding.

- (a) These User Terms are a legally binding contract between you and us.
- (b) As part of these User Terms, you agree to comply with the most recent version of our Acceptable Use Policy, which is incorporated by reference into these User Terms. If you access or use the Services, or continue accessing or using the Services after being notified of a change to the User Terms or the Acceptable Use Policy, you confirm that you have read, understand and agree to be bound by the User Terms and the Acceptable Use Policy.
- (c) “We,” “our” and “us” refer to the person specified in Art. IX.

§ 1.4 Entire Agreement.

- (a) The User Terms, including any terms incorporated by reference into the User Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.
- (b) To the extent of any conflict or inconsistency between the provisions in these User Terms and any pages referenced in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the Contract (as defined below) and the User Terms, the terms of the Contract will first prevail, followed by the provisions in these User Terms, and then followed by the pages referenced in these User Terms (e.g., the Privacy Policy). If you are an Authorized User, Customer (as defined below) will be responsible for notifying you of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.

§ 1.5 Modifications.

- (a) As our business evolves, we may change these User Terms or the Acceptable Use Policy. If we make a material change to the

User Terms or the Acceptable Use Policy, we will provide you with reasonable Notice prior to the change taking effect.

- (b) You can review the most current version of the User Terms at any time by visiting <https://www.jobtwins.work/agb>.
- (c) Any material revisions to these User Terms will become effective on the date set forth in our Notice, and all other changes will become effective upon posting of the change. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

II. IF YOU ARE AN AUTHORIZED USER, THE CUSTOMER CONTROLS YOUR WORKSPACE

§ 2.1 You are an Authorized User on a Workspace Controlled by a “Customer”. An organization or other third party that we refer to in these User Terms as “Customer” has invited you to a workspace i.e., a digital space where a user or a group of users may access the Services. If you are joining one of your employer’s workspaces, for example, Customer is your employer. If you are joining a workspace created by a client of the agency you are working for, that client is our Customer and the Client is authorizing you to join its workspace.

§ 2.2 What This Means for You—and for Us.

- (a) Customer has separately agreed to our Customer Terms of Service or entered into a written agreement with us (in either case, the “Contract”) that permitted Customer to create and configure a workspace so that you and others could join (each invitee granted access to the Services, including you, is an “Authorized User”).
- (b) The Contract contains our commitment to deliver the Services to Customer, who may then invite Authorized Users to join its workspace(s). When an Authorized User, including you, submits content or information to the Services, such as messages or files

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the Customer decides which individuals can access the Services as ‘Authorized Users’ in the Customer’s workspace.

(“Customer Data”), you acknowledge and agree that the Customer Data is owned by Customer and the Contract provides Customer with many choices and control over that Customer Data. For example, Customer may provision or deprovision access to the Services, enable or disable third party integrations, manage permissions, retention and export settings, transfer or assign workspaces, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data.

§ 2.3 The Relationship Between You, Customer and Us. AS BETWEEN US AND CUSTOMER, YOU AGREE THAT IT IS SOLELY CUSTOMER’S RESPONSIBILITY TO

- (a) INFORM YOU AND ANY AUTHORIZED USERS OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF CUSTOMER DATA;
- (b) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY AUTHORIZED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE SERVICES;
- (c) ENSURE THAT THE TRANSFER AND PROCESSING OF CUSTOMER DATA UNDER THE CONTRACT IS LAWFUL; AND
- (d) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY AUTHORIZED USER RELATING TO OR BASED ON CUSTOMER DATA, THE SERVICES OR CUSTOMER’S FAILURE TO FULFILL THESE OBLIGATIONS.

WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS.

III. IF YOU ARE A PRIVATE USER, YOU CONTROL YOUR WORKSPACE

- § 3.1 You access the Services without any affiliation to a Customer. You are accessing our Services on your own by creating an account on our Website. This means that you are a "Private User" with your own, private workspace.
- § 3.2 Registration of a User Account. Private Users can sign up for the Services by creating an account on the Website ("Register" and "Registration"). Private User's Registration with us becomes effective and the Customer Terms enter into force upon notification by us that we accept the Registration.
- § 3.3 Authorization. Each Private User must agree to the User Terms to activate their account; not share access information for its user account with any other person; and comply with any authentication requirements specified by us.
- § 3.4 What This Means for You—and for Us.
 - (a) Platform. When Private User submits content or information to the Services, such as messages or files ("Workspace Data"), Private User acknowledges and agrees that Private User owns and controls such Workspace Data.
 - (b) Private User is solely responsible for
 - i. the content of Workspace Data and the way Private User choses to use the Services;
 - ii. the legality, reliability, integrity, accuracy and quality of Workspace Data, and for the legality of the transfer and processing of Workspace Data under the Contract; and
 - iii. any use, disclosure, modification or deletion of Workspace Data that is transmitted to, shared with, or accessed by, a Third Party Product (as defined below). If a Third Party Product is enabled for a workspace, please be mindful of any Workspace Data that will be shared with the third party

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As Private User, you control the content you upload on our websites to use our Services. By using our Service, you and us agree to observe some obligations towards each other. Generally, we will always do our best to provide you with a great user experience on our website.

provider and the purposes for which the provider requires access.

§ 3.5 Platform Protection. Private User shall not, and shall not allow third parties to

- (a) access, store, distribute, upload or transmit any viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature when accessing or using the Services;
- (b) access, store, distribute, upload or transmit any material when accessing or using the Services that:
 - i. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - ii. facilitates illegal activity;
 - iii. depicts sexually explicit images;
 - iv. promotes unlawful violence;
 - v. is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or
 - vi. is otherwise illegal or causes damage or injury to any person or property;
- (c) except as expressly permitted in writing by applicable laws, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or any software comprised in the Services, in any form or media or by any means; or attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software comprised in the Services;
- (d) access all or any part of the Services in order to build a product or service which competes with the Services;

- (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party;
- (f) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided for herein;
- (g) violate, or encourage the violation of, the legal rights of others;
- (h) interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;
- (i) disable, interfere with or circumvent any aspect of the Services;
- (j) generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations ("spam");
- (k) grant anyone unauthorized access to, or use of, the Services or software comprised in the Services or, in the event of the Private User becoming aware of any such unauthorized access, fail to promptly notify us; or
- (l) allow its network and systems to violate the relevant specifications, if any, provided by us from time to time.

§ 3.6 Termination. Private User may stop using the Services and terminate their account at any time.

§ 3.7 Warranty.

- (a) Limitation. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.
- (b) Changes. We may, in our sole discretion, change, modify, add, or remove portions of the Services at any time.

- (c) Private User Warranty. You represent and warrant that you are validly using our Services and fulfill the legal requirements to do so.

§ 3.8 Remedies. Except as otherwise expressly stated in the User Terms, Private User acknowledges and agrees that Private User's sole and exclusive remedy for solving any problem or dissatisfaction with the Services is to stop using them.

§ 3.9 What's ours is ours.

- (a) All of our trademarks, service marks, trade names, logos and domain names and all other features of our brand (the "Brand Features") are our sole property or sole property of our licensors. The User Terms do not give Private User any rights to use any of our Brand Features, whether for commercial or non-commercial use.

- (b) We own and will continue to own the Services and all related intellectual property rights, including but not limited to any underlying software code. We may make software components available, via app stores or other channels, as part of the Services. We grant to Private User a non-sublicensable, non-transferable, non-exclusive, limited license to use the object code version of these components, but solely as necessary to use the Services and in accordance with the User Terms. All of our rights not expressly granted by this license are hereby retained.

§ 3.10 License of Workspace Data. Private User hereby grants to us a limited license to use Workspace Data for the purpose of continuously improving the Services. Private User shall be entitled to terminate such license by notifying us.

§ 3.11 Private User's Instructions. We will not use or process Workspace Data for any purpose without Private User's written instructions; provided, however, that "prior written instructions" will be deemed to include use of the Services by Private User and any processing related to such use or otherwise necessary for providing the Services.

§ 3.12 Sharing Workspace Data with Third Parties.

- (a) We will observe our Privacy Policy with respect to any Workspace Data.
- (b) Before sharing Workspace Data with any third party member of the SaaS Extended Family (as defined below), we will ensure that such person maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of Workspace Data and preventing unauthorized access.

- § 3.13 Security of Workspace Data. The protection of Workspace Data is a top priority for us, so we will maintain administrative, physical, and technical safeguards. Those safeguards will include measures for preventing unauthorized access, use, modification, deletion and disclosure of Workspace Data by our personnel.
- § 3.14 Deletion of Workspace Data. Following termination or expiration of a Private User's account, we will have no obligation to maintain or provide any Workspace Data and will thereafter, unless legally prohibited, delete all Workspace Data in our systems or otherwise in our possession or under our control.
- § 3.15 The SaaS Extended Family. We may leverage our employees, those of our corporate affiliates and third party service providers (the "SaaS Extended Family") in exercising our rights, providing the Services and fulfilling our obligations towards you. We will be responsible for the SaaS Family's compliance with our obligations.
- § 3.16 Choosing to be a Beta Tester. Occasionally, we look for beta testers to help us test our new features. These features will be identified as "beta" or "pre-release," or words or phrases with similar meanings (each, a "Beta Product"). Beta Products may not be ready for prime time so they are made available "as is," and any warranties or contractual commitments, if any, we make for other Services do not apply. Should Customer encounter any faults with our Beta Products, we would love to hear about them; our primary reason for running any beta programs is to iron out issues before making a new feature widely available.
- § 3.17 Feedback is Welcome. The more suggestions our customers make, the better the Services become. If Private User sends us any feedback or suggestions regarding the Services, there is a chance we will use it, so

Private User grants us an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Private User. If we choose not to implement the suggestion, please don't take it personally. We appreciate it nonetheless.

§ 3.18 Third Party Products.

- (a) OUR SERVICES MAY INCLUDE A PLATFORM THAT THIRD PARTIES MAY USE TO DEVELOP APPLICATIONS AND SOFTWARE THAT COMPLEMENT PRIVATE USER'S USE OF THE SERVICES (EACH, A "THIRD PARTY PRODUCT"). WE MAY ALSO MAINTAIN A DIRECTORY CALLED THE THIRD PARTY APP DIRECTORY WHERE SOME THIRD PARTY PRODUCTS ARE AVAILABLE FOR INSTALLATION. THESE ARE NOT OUR SERVICES, SO WE DO NOT WARRANT OR SUPPORT THIRD PARTY PRODUCTS, AND, ULTIMATELY, CUSTOMER, AND NOT US, WILL DECIDE WHETHER OR NOT TO ENABLE THEM. ANY USE OF A THIRD PARTY PRODUCT IS SOLELY BETWEEN CUSTOMER AND THE APPLICABLE THIRD PARTY PROVIDER. THIS DISCLAIMER ALSO APPLIES TO ALL FILES CREATED OR EDITED BY US. NEITHER ORAL NOR WRITTEN INFORMATION RECEIVED BY PRIVATE USER FROM US SHALL CONSTITUTE A WARRANTY ON OUR BEHALF.

- (b) If we believe that there is a violation of the Contract that can simply be remedied by Private User's disabling of a Third Party Product (as defined below), we will, in most cases, ask Private User to take direct action rather than intervene. However, we may directly step in and take what we determine to be appropriate action, if Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties.

IV. A FEW GROUND RULES FOR YOU

- § 4.1 You Must be Over the Legal Age. To the extent prohibited by applicable law, the Services are not intended for and should not be used by anyone under the age of eighteen. You represent that you are over the legal age and, if you are an Authorized User, that you are the intended recipient of Customer's invitation to the Services. You may not access or use the Services for any purpose if either of the representations in the preceding sentence is not true. Without limiting the foregoing, you must be of legal working age.
- § 4.2 While You Are Here, You Must Follow the Rules. To help ensure a safe and productive work environment, all Authorized and Private Users must comply with our Acceptable Use Policy. If you are an Authorized User, you must also comply with any applicable policies established by Customer. If you see inappropriate behavior or content, please report it to the Customer and us.
- § 4.3 Your Time with Us. These User Terms remain effective until your access to the Services has been terminated by Customer or by us. If you, at any time or for any reason, wish to terminate your account, including due to a disagreement with any updates to these User Terms or the Acceptable Use Policy
- (a) as an Authorized User, please contact Customer; and
 - (b) as a Private User, please contact us..

V. LIMITATION OF LIABILITY – AUTHORIZED USERS

- § 5.1 If we believe that there is a violation of the Contract, User Terms, the Acceptable Use Policy, or any of our other policies that can simply be remedied by Private User's or Customer's removal of certain Customer Data or taking other action, we will, in most cases, ask them to take action rather than intervene. We may directly step in and take what we determine to be appropriate action, including disabling your account, if

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don't do anything to harm us or the Customer. If you do, you will lose your access rights to the Services.

no appropriate action is taken, or we believe there is a credible risk of harm to us, the Services, you, or any third parties.

§ 5.2 IN NO EVENT WILL YOU OR WE HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

§ 5.3 UNLESS YOU ARE ALSO A CUSTOMER (SUBJECT AT ALL TIMES TO OUR RIGHTS AND REMEDIES UNDER THE CONTRACT), YOU WILL HAVE NO FINANCIAL LIABILITY TO US FOR A BREACH OF THESE USER TERMS.

§ 5.4 OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS ONE HUNDRED EUROS (€ 100) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

§ 5.5 Application of Consumer Law. The Services constitute a tool intended for use by businesses and organizations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply. If they, however, do apply and cannot otherwise be lawfully excluded, nothing in these User Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have, and our liability is limited, at our option, to the replacement, repair or resupply of the Services or the pro-rata refund to Customer of pre-paid fees for your access to the Customer workspace in your role as Authorized User covering the remainder of any paid subscription term.

VI. LIMITATION OF LIABILITY - PRIVATE USERS

- § 6.1 Fraud, Personal Injury. Nothing in the User Terms releases us from our liability for fraud, fraudulent misrepresentation, death or personal injury resulting from our gross negligence and, if required by mandatory law, ordinary negligence, or any liability according to the Austrian Product Liability Act (*Produkthaftungsgesetz*).
- § 6.2 Limitation of Liability. WE, OUR OFFICERS, OWNERS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, SUPPLIERS OR LICENSORS, SHALL, IN NO EVENT, BE IN BREACH OF THE USER TERMS NOR LIABLE FOR:
- (a) ANY INCIDENTAL, INDIRECT, AGGRAVATED, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES, INCLUDING LOSS OF DATA, REVENUE, AND/OR PROFITS, COSTS OR EXPENSES, INCLUDING LEGAL FEES AND EXPENSES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THE USER TERMS;
 - (b) ANY LOSS OF USE, LOSS OF DATA BUSINESS, PROFIT LOSS OR DAMAGE TO EQUIPMENT IF PRIVATE USER COULD HAVE PREVENTED SUCH DAMAGE IF PRIVATE USER HAD COMPLIED WITH OUR RECOMMENDATION TO UPDATE PRIVATE USER'S EQUIPMENT OR APPLICATIONS, OR IF SUCH DAMAGE WAS CAUSED BY IMPROPER USE OF ANY INSTRUCTIONS WE GIVE OR BY PRIVATE USER'S FAILURE TO IMPLEMENT THE SYSTEM REQUIREMENTS WE RECOMMEND, IN EACH CASE AS PUBLISHED ON OUR WEBSITE;
 - (c) ANY ACTION TAKEN OR OMITTED TO BE TAKEN, OR ANYTHING SUFFERED BY SUCH ACTION OR OMISSION, IN RELIANCE UPON ANY NOTICE, DIRECTION, CONSENT, CERTIFICATE, AFFIDAVIT, STATEMENT OR OTHER PAPER OR DOCUMENT REASONABLY BELIEVED BY US TO BE GENUINE AND TO HAVE BEEN PRESENTED OR SIGNED BY

THE PROPER PARTY OR PARTIES OR A REPRESENTATIVE THEREOF;

- (d) THE DELAY IN PERFORMING, OR FAILURE TO PERFORM, ANY OF OUR OBLIGATIONS UNDER THE USER TERMS IF SUCH DELAY OR FAILURE PREDOMINANTLY RESULT FROM EVENTS, CIRCUMSTANCES OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO A FORCE MAJEURE EVENT, OR MORE CLOSELY RELATED TO PRIVATE USER'S ACTIONS OR OMISSIONS. IN SUCH CIRCUMSTANCES THE TIME FOR PERFORMANCE SHALL BE EXTENDED BY A PERIOD EQUIVALENT TO THE PERIOD DURING WHICH PERFORMANCE OF THE OBLIGATION HAS BEEN DELAYED OR FAILED TO BE PERFORMED;
- (e) ANY DAMAGES CAUSED BY
 - i. OUR SLIGHT NEGLIGENCE;
 - ii. ANY DELIBERATE, RECKLESS, NEGLIGENT OR ANY OTHER STATEMENTS, ACTS OR OMISSIONS OF ANY PERSON THAT IS NOT US, A MEMBER OF OUR CORPORATE OR VAT GROUP, OR THEIR RESPECTIVE SUBCONTRACTORS OR ANY CONSULTANT; OR
 - iii. PRIVATE USER NOT MITIGATING ANY DAMAGES THAT ARE REASONABLY MITIGATABLE.

§ 6.3 OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS ONE HUNDRED EUROS (€ 100) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

§ 6.4 Malware and Third Party Products.

- (a) We do not guarantee that the Services are free of malware or other harmful components.

- (b) In addition, we make no representations, warranties or recommendations, and assume no responsibility with respect to third party applications or their content, user content, devices or other third party products or services provided by a third party through us, and we are neither responsible nor liable for any transactions between Private User and any third party providers.

§ 6.5 Compliance with Orders. We are expressly authorized to comply with and obey orders, judgments or decrees of any court or other authority provided for in the Contract. In case we obey or comply with any such order, judgment or decree, we are not liable to Private User or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

§ 6.6 Internet.

- (a) Private User understands that in order to fulfil our Services, we require access to and use of the internet. As the internet is an unregulated public network over which we exert no control and therefore we have no responsibility for operating and maintaining any servers and their connection to the internet to access and use the Services. We do not guarantee that any up- or download or transfer from us to Private User will be uninterrupted or error free. Further, we shall have no liability whatsoever with respect to the accuracy, dependability, privacy, security, authenticity or completeness of data transmitted over the internet or any intrusion, virus disruption, loss of communication, loss or corruption of data, or other error or event caused or permitted by or introduced through the internet.
- (b) Private User is solely responsible for providing high speed internet service for itself to access and use the Services.

VII. HOW WE HANDLE YOUR PERSONAL DATA

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§ 7.1 Please review our Privacy Policy for more information on how we collect and use data relating to the use and performance of our products.

there is a separate policy, in which we explain how we protect the privacy of your personal data.

VIII. A FEW FINAL POINTS

§ 8.1 Waiver. No failure or delay by either party in exercising any right under the User Terms, including the Acceptable Use Policy, will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

§ 8.2 No Legal Services. Neither the provision of the Services nor the furnishing of the User Terms and any instructions related thereto constitute legal advice or legal services.

§ 8.3 Governing Law; Venue; Fees.

(a) The User Terms, including the Acceptable Use Policy, and any disputes arising out of or related hereto, will be governed exclusively by the same applicable governing law of the Contract, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts located in the applicable venue of the Contract will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the User Terms, including the Acceptable Use Policy, or its formation, interpretation or enforcement.

(b) Each party hereby consents and submits to the exclusive jurisdiction of such courts. In any action or proceeding to enforce rights under the User Terms, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

§ 8.4 Assignment.

(a) You may not assign any of your rights or delegate your obligations under these User Terms, including the Acceptable

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if things go really wrong this is what will happen, along with some other general legal language.

Use Policy, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld).

- (b) We may assign any of our duties and rights under the User Terms, in whole or in part, including all terms and conditions incorporated herein by reference, without your consent, including to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets. In addition, we may delegate any of our obligations under the User Terms.

§ 8.5 Severability. Any provisions of the User Terms shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability or the other provisions thereof. If any provision of the User Terms is invalid or unenforceable, a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and the remainder of the User Terms and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

§ 8.6 Survival. Provisions herein which by their terms must survive the termination of the User Terms in order to effectuate the intent of the Parties will survive any such termination, whether by expiration of the term, termination, or otherwise, for such period as may be appropriate under the circumstances.

§ 8.7 Headings. The section headings in the User Terms do not form a part of them but are for convenience only and shall not limit or affect the meaning of the provisions.

IX. CONTACT INFORMATION

§ 9.1 The Services are provided by JobTwins Avatar GmbH.

§ 9.2 If you have any questions about the Services or the User Terms, please contact us as described in more detail on our Website.