

# General Terms and Conditions

## (GTC)

The following General Terms and Conditions (GTC) shall apply to all products and services offered by GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH). By using our services, you accept the following Terms and Conditions unaltered and in full:

### 1. SCOPE OF APPLICATION

**1.1 Subject Matter of the Agreement** The subject matter of these GTC is the legal relationship between GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) on the one hand and jobseekers, companies seeking to fill vacancies and recruitment agencies using its platforms and partner platforms on the other hand (hereinafter the "User") with regard to all the products and services offered by GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH). These GTC shall apply with regard to each and every use of the products and services offered by GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) (in particular the publishing of job ads, putting profiles online, retrieval of job ads and profiles as well as applications for job ads).

### 1.2 Conclusion of Contract

Consent to these GTC shall be given by signing a written cooperation agreement or a written offer, by explicit or implied acceptance of an order confirmation, by payment of an invoice or by use of the products and services offered by GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH). When using the websites of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH), the User may be requested to repeat his consent to these GTC by means of activating a corresponding input field.

### 1.3 Integral Parts of the Contract

Integral parts of the contract are (where they exist in particular in a given case) (i) the written cooperation agreement concluded between GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) and the User, (ii) the user-specific written offer, (iii) the written order confirmation, (iv) these GTC and (v) the product description published on the websites of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) applicable at the time a product or service is used. In the case of ambiguities or contradictions between the individual contract documents, the above stated order of priority shall apply. With regard to data protection,

the Privacy Policy in force at any given time on the respective platform of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) shall apply.

## **2. SERVICES OF**

### **2.1 Service Offer**

The User selects the services to be performed by GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) among the services on offer at the time of his use. The current service offer is described on the respective websites of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH).

### **2.2 Ad Account and Ad Quota**

For companies seeking to fill vacancies and recruitment agencies, GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) in particular offers the services "Ad Account" and "Ad Quota". For the scope of services, the product descriptions published on the websites of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) at the time of use of the service shall apply.

## **3. USE OF THE SERVICE OFFER**

### **3.1 Publication of Ads and Profiles**

By drafting a job ad, the company seeking to fill a vacancy or the recruitment agency grants its approval for the publication of the respective job ad on the platforms of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) and its partners, as well as other publication channels used by GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH). In particular, the job ads may be shared on social networks by their respective users.

By inputting their data, jobseekers declare their consent to have their respective profiles made available on the platforms of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) as well as the partner platforms selected by the User for companies seeking to fill vacancies and recruitment agencies. The non-publication or the defective publication of a job ad or a profile or the placement thereof somewhere other than agreed does not give rise to any claims against GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH). The User is, however, authorized, to request that the notice or profile in question be published or be published correctly.

### **3.2 AllowableUses**

The User bears the sole responsibility for the contents of its notice or profile. The user represents and warrants that all information contained therein is correct and up-to-date. The websites of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) can only be used to publish job ads or profiles that seek to enable an appropriate search for candidates or vacancies, and that comply with all statutory requirements. Vacancy notices and profiles may in particular not violate the intellectual property, privacy or other rights of third parties (cf. Privacy Policy). The User undertakes not to publish any illegal content, in particular content of a racist, pornographic or personally injurious nature, via GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH).

Inadmissible is in particular the following content:

- Immoral or offensive job offers or profiles;
- Multiple job offers or profiles summarized under one publication;
- Job offers with erroneous or lacking job titles or descriptions;
- Job offers for multi-level marketing, pyramid schemes, home-based work, gift circles etc.;
- Job offers with erotic contents or for escort services;
- Mystery shopping offers;
- Offers for continuing education;
- Job offers referring to offers for other positions, to communication or other products;
- Job offers with insufficient identity/address information, merely postal addresses (the exception is a numbered listing (anonymous) via GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) reserves).

Any published job offer must correspond to an actual vacant position. The user undertakes to reactivate a job offer only in case of a new vacancy. GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) reserves the right to remove from its services any notices or profiles that do not comply in full with these requirements, without prior notice or justification. In addition, GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) reserves the right to block the User or its access to additional services by GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH).

### **3.3 Compliance**

Users warrant that they will only use the platforms of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) and its partner platforms in full compliance with all applicable statutory

requirements. Recruitment agencies and employment services firms warrant in particular, that they are in possession of a valid recruitment or hiring of services permit and undertake to provide GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) with a copy thereof on first request.

#### **4. CONTRACT TERM AND RETENTION OF DATA**

There is no early termination of an agreement concluded for a fixed term or a minimum term. In particular, where job ads, profiles or data are deleted early, payment is still owed in full and the User has no right to demand reimbursement of payments already made. The same applies in the event where GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) must delete notices or profiles or block users on the basis of the present GTC or other integral parts of the contract. GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) is not obligated, following cessation of the Agreement, to retain any data or documents submitted to it, or to return these to the User, unless this has been explicitly agreed.

#### **5. PAYMENT TERMS**

The payment obligations of the User shall commence upon conclusion of contract. Invoices from GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) are payable within 30 days of receipt of the invoice, without deductions, provided other payment terms have not been explicitly agreed. In the event of any delays in payment, default interest at the rate of 5% shall be owed and following the second warning, fees shall be invoiced to defray the costs of default. Where the User is in default in regard to payment of invoices, GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) shall in addition be entitled to suspend its services without prior notice and to block the User or his access to further services of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH). Where payment in installments has been agreed and the User is in default with payment of an installment this shall also render the remaining outstanding installments payable.

#### **6. OFFERS OF THIRD PARTIES**

GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) also publishes offers of third parties and/or links to offers or websites of third parties on its platforms. GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) is not responsible for these third-party offers as well as for the contents of such third-party websites and excludes any and all liability in connection with such offers or third-party websites.

#### **7. LIABILITY**

##### **7.1 Liability of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH)**

GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) performs its services professionally and diligently. GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) is not, however, in a position to guarantee that its services are available without interruption or free of errors. GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) shall in particular not be liable for any interruptions of service and/or technical difficulties and the effects thereof. The job ads and profiles accessible on the platforms of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) originate from the respective Users and GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) assumes no responsibility for the accuracy or completeness of this information. GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) endeavors to prevent any unauthorized use by third parties of the data published on its platforms. All liability of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) in the case of unauthorized use by third parties is, however, explicitly excluded. GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) assumes no responsibility for the success of a given job ad or profile. In any event, all liability on the part of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) is limited to illegal intent or gross negligence. Any liability for indirect damages or consequential damages is excluded.

## **7.2 Liability of Users**

The User is responsible for the legality, accuracy and completeness of the content made available or entered for publication on the platforms of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) and its partner platforms. The User is responsible for the careful and confidential safekeeping of his user information (in particular user name and passwords) and for all activities carried out through his or her account. The User is liable vis-à-vis GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) irrespective of any fault, for all damages and costs incurred as a result of breaches of these GTC or other integral parts of the contract and shall indemnify GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) for any and all claims asserted by third parties against GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) as a result of the User's use of the platforms of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) and its partner platforms. Such damages for which compensation shall be owed include reasonable legal fees. GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) will immediately inform the User about any claims asserted by third parties.

## **8. REMAINING PROVISIONS**

### **8.1 Place of Performance**

The place of performance for all services to be performed by GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) is the business domicile of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH).

### **8.2 AmendmentstotheContractTerms**

GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) reserves the right to amend these GTC at any time. Between the User and GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH), the version of these GTC currently published on the websites of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) shall apply. GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) will inform the User in advance and on its websites or by other such suitable means, as to any amendments to these GTC.

### **8.3 Changes to the Service Offer**

GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) reserves the right to change or terminate, in part or in full, its service offer at any time, without prior warning or giving reasons for doing so. Such changes or suspension of the service offer shall not entitle the User to assert any claims against GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH). GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) will endeavor, in the event of any changes to or suspension of the service offer, to make available to the User a service offer of comparable value.

### **8.4 Applicable Law and Place of Jurisdiction**

These GTC and the other contract components, as well as any disputes which arise from or in connection with the contract relationship between GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) and the User, shall be exclusively governed by the substantive laws of Switzerland. The ordinary courts at the place of registered office of GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) shall have exclusive jurisdiction, whereby GOSTUDIO! BEAUTY JOBS (NYCE HAIR GmbH) shall also be entitled to seek redress against the User at the latter's place of domicile.

Zurich, January 2015

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