
Special Terms of Use for Personio Posting Bundles (Courtesy translation)

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1. Scope of Application

These special Terms of Use ("**sTU**") govern the rights and obligations of Personio and the customer for the provision of Advertisement Packages. These sTU supplement the General Terms and Conditions of Personio. In the event of any inconsistency, these sTU shall prevail.

2. Definitions

In this sTU the following terms shall have this meaning:

- 2.1 "**Job Ad**" means a single job posting on an advertising platform (*e.g., job posting on LinkedIn with a 30-day term for a specific position*).
- 2.2 "**Job Board**" means a platform that publishes job advertisements (*e.g., Monster or indeed*).
- 2.3 "**Posting**" means an advertising product of a particular Job Board (*e.g., a Job Ad with a particular duration or click count*).
- 2.4 "**Posting Bundle**" means a number of Postings of a Job Board selected by customer with quantity specification (*e.g., five 30-day Job Ads and one 60-day Job Ad each on LinkedIn*). The customer may combine multiple Posting Bundles (*e.g., five 30-day and one 60-day Job Ads on LinkedIn and one 30-day Job Ad on Monster*).
- 2.5 "**Billing Period**" means the term selected by the customer (*e.g., 3 months or 12 months*) for the booked Posting Bundle, within which the Job Ads are generally to be consumed and which is then automatically renewed.
- 2.6 "**Contract Term**" means the entire contract term for the Posting Bundle and corresponds to the automatically renewing Billing Period in each case.
- 2.7 "**Credit**" means the authorization to place certain Postings.

3. Services of Personio

- 3.1 Personio provides the customer with the product "Personio Posting Bundle" during the Contract Term. For this purpose, the customer compiles one or more Posting Bundles and selects a Billing Period. The combination options and the price (per Billing Period) for the Posting Bundle result from the information provided by Personio (including a possible online configurator). The information itself does not constitute a binding offer by Personio. During the Contract Term, customers may place Job Ads on the Job Boards via their Personio account to the extent of the respective Posting Bundle and the remaining Credit (see section 4). Personio does not provide the draft or design of Job Ads or professional support as part of its service.
- 3.2 At the beginning of a Billing Period, the customer receives a Credit of Job Ads according to the Job Ads Package. If the customer places corresponding advertisements, the Credit is reduced. If the Credit obtained for the first time in a Billing Period is not used, this Credit will be transferred to the next Billing Period ("**Carryover**"). If the transferred Credit is not used in the following Billing Period, the Credit expires without replacement, i.e. no further transfer and no refund is possible ("**Expiry**"). When posting Job Ads, old Credit (i.e. Credit earned in the previous Billing Period) is used up first. All Credit expires at the end of the contract (see sections 7.2, 7.4 and 7.6).
- 3.3. If Personio and customer agree on a refill of the Credit (also called "**Refill**"), the following applies, unless otherwise agreed: The Credit will be increased by the number of Postings in the Posting Bundle (*e.g. 10 StepStone Job Ads booked, 9 used, Refill increases Credit to 11 Job Ads*). With the Refill, the Billing Period starts again from the beginning without any Carryover or Expiry of Credits. The current Billing Period is therefore extended by the period of the Billing Period that has already expired (*e.g. Billing Period of 12 months, Refill after 10 months, Billing Period runs for a total of 22 months, i.e. 12 more months from the Refill*).
- 3.4 If the parties agree on an increase of the number of Postings of a Posting Bundle (*e.g. 10 instead of 5 StepStone ads*) during the Contract Term, the following applies: With the upgrade, the Billing Period starts anew without any Expiry of Credits. The current Billing Period is therefore extended by the period of the Billing Period that has already expired. A reduction in the number of Postings of a Posting Bundle (also called "**Downgrade**") is only effective at the end of the Billing Period; in the event of a Downgrade, a new Billing Period begins with the changed Posting Bundle, a Carryover or, if applicable, an Expiry occurs in accordance with section 3.2.

4. Conditions of Use

- 4.1 Requirements for the use of Posting Bundles are
 - a) valid contract between the customer and Personio for the paid use of Personio, and
 - b) Recruiting option booked by the customer.
- 4.2 If these requirements are not (or no longer) met, the contract does not come into effect or ends automatically (see section 7).

5. Placement of Job Ads

- 5.1 The placement of job advertisements by the customer is possible exclusively via the Personio account with the technical functionalities and modalities of advertisement placement provided therein. For this purpose, the advertisement must be published on the customer's career page in Personio and the publication is carried out in the Personio standard design. Personio places the ads according to the customer's specifications. There is no contract between the customer and the Job Board, Personio acts as an "intermediary" and not as a legal representative of the Job Board or the customer. The customer owes the remuneration for the advertisements to Personio, not to the advertisement portal.
- 5.2 For the placement of job advertisements, the contractual terms (e.g. regarding inadmissible contents) and service description (e.g. publication period and environment) of the Job Board at the time of the placement of the individual Job Ad shall apply accordingly between Personio and the customer. These are available at [Personio Posting Bundle Service Description](#). The customer shall familiarise themselves with them in advance and undertake towards Personio to comply with the contractual terms.

6. Indemnification Obligations

- 6.1 If third parties (including operators of Job Boards) assert claims or legal violations against Personio based on the allegation that the customer has violated its contractual obligations arising from the contractual terms of the Job Boards or has placed Job Ads in an illegal manner (e.g. violation of competition or copyright law), the following shall apply: The customer shall indemnify Personio against such claims, provide reasonable assistance to Personio in the legal defence and indemnify Personio against the costs of the legal defence without undue delay.
- 6.2 Prerequisite for the indemnification obligation according to section 6.1 is that Personio informs the customer about asserted claims in writing or in text form without undue delay, does not make any acknowledgements or equivalent declarations and enables the customer to conduct - as far as possible - all judicial and extrajudicial negotiations about the claims at the customer's expense.

7. Contract Term

- 7.1 The contract is concluded by offer and acceptance (e.g. confirmation email of the customer or signed offer). The contract begins, unless otherwise agreed, at the time of the conclusion of the contract under the condition precedent that the conditions of use of section 4 are met.
- 7.2 The Contract Term for a Posting Bundle corresponds to the Billing Period selected by the customer for the Posting Bundle. The contract will be automatically renewed for the same period of time, unless it has been terminated by the customer or Personio with a notice period of one month with effect from the end of the Billing Period.
- 7.3 Notice of termination must be given in text format.
- 7.4 If the conditions of use according to section 4 are no longer met, i.e. the Recruiting option or the Personio contract ends, the Contract Term for the Posting Bundle ends automatically as well.
- 7.5 Personio is entitled to terminate the Contract with a notice period of one month if Personio discontinues or significantly changes the product "Personio Posting Bundle" as a whole. Any fees paid in advance for unused Job Ads will be refunded pro rata by Personio in this case.
- 7.6 At the end of the Contract Term, the Credit not used until then will be forfeited without replacement. The Job Ads not placed until the end of the contract cannot be placed again and no refund will be made. This does not apply in case of an extraordinary termination by the customer, if the reason for the termination was a culpable breach of duty by Personio. If a Job Ad was placed before the end of the contract and the duration of the display of the Job Ad on the Job Board extends beyond the end of the contract, the Job Ad shall continue to exist and these sTU shall continue to apply accordingly with respect to this Job Ad until its end.

8. Remuneration

- 8.1 The customer shall pay Personio the agreed remuneration (package fee) for the Posting Bundle per Billing Period, plus the applicable value added tax. A refund of the package fee for unused or expired Job Ads is excluded unless otherwise stated within these sTU.
- 8.2 The package fee is due in advance at the beginning of each Billing Period and will be invoiced by Personio via the Personio account as a PDF. In case of payment by bank transfer the payment term is 14 days. In case of payment by direct debit, Personio will inform the customer about the SEPA Direct Debit procedure before the direct debit is executed with reasonable notice, usually two days in advance. However, the parties agree that the period for the preliminary information of the SEPA Direct Debit will be shortened to one day.

9. Final Provisions

- 9.1 Section 12 of the GTC shall also apply with respect to this sTU. An amendment of the sTU may occur in particular if the contractual terms of the Job Boards change significantly. Personio may also adjust the prices of Posting Bundles if and to the extent that the purchase prices of the portals change. Personio will announce the changed prices to the customer four weeks before the time of effectiveness together with the reason for the change and grant the customer a right to object. If the customer does not object, the new prices shall be deemed accepted. Personio undertakes to separately indicate this effect of omitting an objection to the customer in the announcement. If the Customer objects, the contract term shall end with effect from the beginning of the announced changed prices; any fees paid in advance for unused Job Ads shall be refunded by Personio in this case.
- 9.2 In particular, sections 10 (Limitation of Liability), 11 (Data Protection and Confidentiality) and 13 (Final Provisions) of the GTC shall also apply with respect to this sTU.
- 9.3 For the conclusion of the contract the German version is the sole legally binding version.

Please note that this is a courtesy translation only and has no legally binding character.

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