

General Terms and Conditions for Posting Self-service Ads

Introduction

Only business customers are permitted to post ads on XING. The Principal concludes this agreement with New Work SE, Am Strandkai 1, 20457 Hamburg, Germany. Additional contact information, commercial registry data, as well as the name of the authorised representative of New Work SE can be found under 'About this site'.

1. Subject matter

1. The Principal can use an online application (hereafter referred to as AdManager) to post self-service ads online on the XING platform. This online application enables the Principal to create and book ads, and to monitor and manage their performance.
2. Ads are awarded in an auction-like fashion with the Principal submitting bids. The number of impressions depends on the Principal's bid and other submitted bids, along with the ad's relevance among the selected target audience. If higher bids have been submitted for a target audience, or if more relevant ads are available, the ad will be either be served less frequently or not at all.
3. The Principal acknowledges and agrees that it is technically impossible to achieve 100% availability of the XING Websites. However, New Work SE endeavours to keep the XING Websites available without interruption to the best of its ability. In particular, maintenance, security and capacity requirements, or events beyond the control of New Work SE (such as interruptions to public communication networks, loss of power) could lead to brief interruptions or to the temporary unavailability of the XING Websites. Irrespective of the legal basis, all claims against New Work SE resulting from impairments and/or interruptions are excluded to the extent permitted by law.
4. New Work SE makes the content, data and other information provided by the Principal available to third parties as long as it does not violate any legal regulations or these General Terms and Conditions, and as long as it is not improper, offensive to the general public or unacceptable for publication by New Work SE for other reasons. New Work SE is entitled to remove such content, data and other information from the XING Websites without prior notice. Should this occur, the Principal is not entitled to any refund.

2. Authorisation of Posters

1. If the Principal is not an individual XING member, ads will only be posted by persons the Principal has authorised to do so (known as 'Posters'). Posters must be authorised by the Principal and registered members on XING.
2. If a Poster does not or no longer meets the requirements set out in 2.1, or if XING bans it from using the site (especially as a result of the Poster violating the General Terms and Conditions of its XING membership), this Poster will no longer be permitted to post ads. If XING bans a Poster from using the site, New Work SE is entitled, but not obliged, to deactivate ads posted by that Poster.
3. The Principal is responsible for any faults on the part of its Posters to the same extent that it is responsible for any faults of its own. In particular, the Principal must ensure that the Posters comply with these General Terms and Conditions, the General Terms and Conditions for the use of XING, and observe all applicable laws and third-party rights.

3. Conclusion of contract, posting ads

1. Ads submitted by the Principal will be reviewed subject to reasonable discretion within a reasonable period of time. New Work SE will strive to review ads within one working day; nevertheless, the Principal is not entitled to demand reviews within a certain period of time. Once ad have been reviewed and meets all of the requirements, they will be approved and can go live on the agreed date. The Principal can see in the

- AdManager whether ads have been approved or rejected.
2. The choice of ad format and exact placement will be decided at the sole discretion of New Work SE depending on availability. The Principal can positively influence the number of ad impressions and clicks by way of its maximum bid, choice of target audience, and can optimise ads to boost click rates. However, the Principal is not entitled to demand that an ad is posted online.
 3. The Principal warrants and represents that all of the data provided by the Poster during the booking process is accurate and complete. The Principal is required to notify New Work SE without undue delay in the event of any changes to its data.
 4. When submitting ads, the Principal must ensure they are complete, free of errors, in line with contractual arrangements, and appropriate for the agreed purpose.
 5. The Principal guarantees that it holds all of the rights needed to post the ads it submits.
 6. The Principal guarantees that ads and webpages linked to in ads comply with the requirements set out in XING's [advertising code](#).
 7. The Principal bears sole responsibility for the content it posts on the XING Websites. The Principal guarantees that the ads it posts on XING only contain facts and do not violate any applicable laws and/or third-party rights.
 8. The maximum term for ads posted by the Principal depend upon the selected total budget and/or term. Ads will be deactivated automatically once the total budget and/or term (end date) set by the Principal has been reached. Here, deactivation means that ads will be taken offline. The Principal can, however, reactivate ads.
 9. A right to posting ads on XING Premium members' personal profiles is expressly excluded.
 10. If the Principal subsequently edits ad content (e.g. images, copy, videos, link destination), New Work SE is entitled, but not obliged, to review the ad again. In such instances, ads will be deactivated in the time between editing by the Principal and approval by New Work SE.
 11. The Principal is permitted to suspend or terminate (i.e. pause and archive) ads at any time during a booking period.
 12. New Work SE is entitled, but not obliged, to technically edit ads so they can also be supplied by the ad server system and clicked on by users. In addition, New Work SE is entitled to label ads as such.
 13. After an ad ends on XING as per the agreement, New Work SE is entitled, but not obliged, to retain the posted ad.

4. Other duties of the Principal

1. The Principal is obliged to observe all applicable laws and all third-party rights. When adding own or third-party content to XING, the Principal must ensure that it does not violate currently applicable law or third-party rights, or in any other way compromise the reputation of XING or New Work SE. The Principal is prohibited in engaging in the following in particular:
 - Unreasonably harassing XING members or other people (particularly with spam) (cf. Section 7 of the German Unfair Competition Act (UWG));
 - Using or promoting any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, multilevel selling or pyramid sales);
 - Performing, advertising and promoting any form of structural distribution measures (such as multi-level marketing or multi-level network marketing), even if not specifically prohibited by law;
 - Employing any mechanisms, software or scripts when using XING Websites. The Principal is also prohibited from directly or indirectly advertising or distributing such mechanisms, software or scripts. The Principal may, however, use, advertise or distribute interfaces or software that have been authorised by XING; and/or
 - Using or promoting erotic, flirting or dating content.
2. The Principal is obliged to keep login details confidential from unauthorised third parties. In particular, the Principal must store usernames and passwords in such a way that it is not possible for unauthorised third parties to gain access to them. The Principal is obliged to inform New Work SE without delay should it become aware that a password is known to third parties. The Principal must ensure that Posters do not disclose their login details to third parties.
3. The Principal must inform New Work SE without delay should there be any important changes in the status of the Principal which could be relevant to the contractual relationship.

5. Changes to the Services on XING Websites

New Work SE reserves the right to make changes to the services on the XING Websites, including their design, or to offer alternative services, as long as this is not unreasonable for the Principal.

6. Remuneration, billing, invoicing, payment terms

1. The Principal selects a budget, thus stipulating the maximum remuneration due by the Principal for the respective campaign.
2. Fees for posting ads will be billed monthly and due immediately upon issue of the invoice. The Principal can settle invoices using any of the offered payment methods. If New Work SE is unable to collect any fees from an account designated by the Principal due to lack of funds, the Principal will bear all costs arising therefrom, including bank charges related to any debit entries or similar charges, insofar as the Principal is responsible for the circumstances incurring said costs. New Work SE can send invoices to the Principal via e-mail, via the Poster's XING account, or via the online self-booking application (AdManager).
3. Credit card payments are handled by:

HUELLEMANN & STRAUSS ONLINESERVICES S.à r.l.
1, Place du Marché, L-6755 Grevenmacher,
Commercial registry: B144133
E-mail: info@hso-services.com
Managing Directors:
Dipl. Vw. Mirko Hüllemann, Heiko Strauss

7. Exclusion of complaints

The Principal must lodge complaints about invoiced fees within three (3) months of receipt of the invoice from New Work SE via the contact form available on each page on the XING Websites, by fax or by post. Invoices will be deemed accepted if no complaint is received within the period of time stated above. New Work SE invoices will refer specifically to the consequences of not lodging complaints on time. This does not affect the Principal's statutory entitlement to lodge justified complaints after the period of time stated above.

8. Sanctions

1. New Work SE may impose the following sanctions on the Principal if the Principal violates obligations arising from this agreement, legal regulations or third-party rights, or if New Work SE has any other legitimate interest:
 - Delete the contents posted by the Principal,
 - Temporary or permanent deactivation of one or more of the Principal's ads,
 - Issue a warning,
 - Block the Principal's access to XING, or
 - Extraordinary termination of the agreement.
2. New Work SE reserves the right to impose the sanctions stated above, in particular in the event that the means of payment provided by the Principal is invalid, or the Principal fails to meet a payment obligation on time and/or sufficiently. Cause for imposing the sanctions stated above is, in particular, if the linked page in an ad does not comply with the requirements set out in the advertising code, or if it is unreasonable for New Work SE to post the ad or link for image reasons (also if the page does not meet the state of the art in technology).
3. Complaints by XING members may lead to temporary deactivation of ads.
4. If the Principal is an individual XING member, the ads it posts form part of the XING services and are therefore subject to the General Terms and Conditions for the use of XING. In this instance, if the corresponding requirements are met, New Work SE may impose on the Principal the sanctions governed by the General Terms and Conditions for the use of XING, including blocking access to XING and termination of XING membership. If the Principal is an individual XING member and breaches a material contractual obligation arising in connection with this agreement, New Work SE is entitled to block the Principal's access to XING. In this instance, the Principal is not entitled to claim reimbursement of advance payments for its Premium membership.
5. Should one or more sanctions be lawfully imposed, this does not affect New Work SE's entitlement to receive remuneration in full.
6. All other rights, including damage claims by New Work SE, are hereby unaffected.

9. Term, termination of the agreement

1. The Principal can terminate the serving of an ad at any time by pausing and archiving it. Ads will no longer be served once the booked budget or end date defined by the Principal has been reached. New Work SE is entitled, but not obliged, to terminate ads if the promoted XING object is no longer accessible or available.
2. New Work SE may terminate this agreement to post ads without stating a reason by serving notice of fourteen

(14) working days to the end of the month. This does not affect either party's right to extraordinary termination for cause.

10. Liability of New Work SE

1. Claims for damages against New Work SE (including its vicarious agents) that are attributable to ordinary negligence shall exist only in the event of a breach of a material/cardinal obligation under this agreement. A cardinal obligation is an abstract description of those obligations whose fulfilment is indispensable for the proper implementation of a contract and on whose fulfilment the Principal can usually rely. Claims for damages in this case are limited to typical and foreseeable damages.
2. This shall not affect personal injury and property damage claims based on the German Product Liability Act. Furthermore, the above liability exclusions and limitations shall not apply in the event of the assumption of express guarantees by New Work SE or its vicarious agents, or given the lack of promised features.

11. Indemnity

In the event the contents posted by the User infringes any rights of any third party, the User will, at its own expense and at XING's discretion, either obtain the right to use said contents or render said contents free of any infringement. In the event the Principal infringes third-party rights when using XING, the Principal will discontinue such use that violates these General Terms and Conditions and the law if requested to do so by New Work SE.

12. Content rights

In order to ensure proper performance of this agreement, the Principal shall assign to New Work SE all rights needed to post ads, in particular trademark rights and copyrights (including reproduction, distribution and broadcasting rights, editing and public dissemination rights), to the extent necessary in terms of time, location and content.

13. Final provisions

1. There are no collateral agreements.
2. Unless otherwise stated in these General Terms and Conditions, the Principal may submit all notices to New Work SE using the contact form provided on the XING Websites, or by letter or fax. New Work SE may send notices to the Principal by e-mail, fax or post to the addresses given in the Principal's current contact data.
3. New Work SE is entitled to transfer rights and obligations to third parties, in whole or in part. The Principal may only transfer contractual rights to third parties with prior written consent from New Work SE.
4. New Work SE may commission subcontractors. In the event of doing so, New Work SE remains responsible for meeting its contractual obligations.
5. If any provision of these General Terms and Conditions is, for any reason, invalid and/or unenforceable, the remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.
6. The place of performance under these General Terms and Conditions will be New Work SE's main place of business.
7. Place of jurisdiction for merchants within the scope of the German Commercial Code (HGB) shall be the main place of business of New Work SE.

These General Terms and Conditions and the contractual relationship shall be governed by German Law, excluding international private law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) that have been adopted by German Law.