

# General Terms and Conditions

“XING” means the comprehensive service and various applications (including XING, kununu and onlyfy) operated by New Work SE as described in detail below.

## General Terms and Conditions for the use of the XING service

The XING service is rendered via websites (e.g. xing.com, xing.de, kununu.com, onlyfy.io, lebenslauf.com, bewerbung.com), a number of different sub-domains and domain aliases, and via mobile applications (“apps”), background applications, web services and third-party-site integrations (e.g. iFrame). All websites, sub-domains, aliases, mobile applications, background applications, web services and third-party-site integrations provided by New Work SE and where the XING service is available are hereinafter referred to as “XING Websites”.

The XING service applications include, in particular, the social and jobs network of the same name (hereinafter referred to as “social network”) for which the user can obtain membership, the “talent acquisition platform” onlyfy one and the “employer review platform” kununu. Some of the XING applications may appear under other brand names (e.g. kununu or onlyfy) or by using other XING Websites.

These General Terms and Conditions for the use of the XING service govern the contractual relationship between the user and New Work SE, irrespective of which XING Websites the user visits to use the XING service.

Additional terms also apply to the use of individual applications in addition to these General Terms and Conditions for using the XING service, in particular:

- [Community Guidelines](#)
- [kununu Guidelines](#) (in German)
- [Commenting rules for XING News](#)

In the event of an objection, the additional terms and conditions for the use of the respective application shall take precedence over these General Terms and Conditions for the use of the XING service, provided such precedence is not excluded in the additional terms for the use of the respective application.

The General Terms and Conditions for the use of the XING service and any additional terms for the use of individual applications are hereinafter referred to as “GTC”.

The contract is concluded with New Work SE, Am Strandkai 1, 20457 Hamburg, Germany. Further contact details, commercial register details as well as the name of a person authorised to represent New Work SE can be found in the [About this site](#) section.

## Subject and basis for using XING

### General

**1.1** XING is a service that pursues the aim of improving and simplifying the user’s working life by providing a variety of different applications.

**1.2** Working and private lives are converging all the time. In light of this, XING focuses both on professional and private domains.

**1.3** XING would particularly like to provide the user with new opportunities (mainly within a professional context, but also within a private context), make it easier for the user to form horizontal networks, democratise information, foster the exchange of information, and promote lifelong learning. In order to meet these aims, XING collects information in order to provide the user with certain information, offers, recommendations and services, and to promote interaction within and outside of the user’s network. This takes place in line with the user’s privacy settings and declarations of consent. Information about the systems which suggest or prioritise certain information to the user, and information about the parameters used in these systems [are available for the social network](#) and [in German](#) for the employer review platform.

**1.4** The social network is the core application of the XING service. The profile page created by the user on the social

network (hereinafter referred to as **“user profile”**) represents the identity of the user within the XING service, on XING Websites, and in the service’s applications. In order to use XING, the user requires a user profile that is visible on and outside of the social network. Only individual applications of the XING service can be used where the user profile is not visible on the social network. Also, there are individual applications of the XING service where the user does not appear and is not displayed with their user profile. Registration with the XING service is, however, always required.

## **Social network**

**1.5** The social network provides the user with various options to present themselves with a personal user profile and to present its activities on XING Websites and outside of the XING Websites, and to interact with other users and with third parties in real time. The full effect of the social network can only be achieved if the user’s profile can be accessed by non-users and found by search engines. For this reason, user profile default settings enable non-users and search engines to find and access user profiles.

**1.6** A user who registers with the social network initially becomes a free member of the social network (hereinafter referred to as **“free membership”**).

**1.7** The user has the option of switching its free membership to a paid membership on the social network (paid membership on the social network is hereinafter referred to as **“Premium membership”**). In contrast to free membership, Premium membership provides a number of additional and advanced features. Special paid memberships for specific target groups, e.g. ProJobs for active jobseekers, are also covered by the term **“Premium membership”**. Free membership and Premium membership will hereinafter be collectively referred to as **“XING membership”**. Add-ons may be offered which the user can book in addition to Premium membership.

**1.8** If New Work SE offers the user the option to book one or more free or paid third-party supplementary services, the user shall enter into separate agreements with the respective third party that have no legal connection to the user's XING membership. The amendment, discontinuation, other termination or exchange of such third-party services or any default of performance thereof in relations between the user and third party does not have any impact on the contractual relationship between New Work SE and the user in terms of the user's XING membership. The terms and conditions and privacy policies of the respective third parties, who are also the contractual and contact partners of the user, apply to all third-party supplementary services.

## **Talent acquisition platform**

**1.9** The talent acquisition platform is part of the comprehensive XING service. It is an online platform where and via which talent and companies can interact with each other. Among other things, companies can post job ads, identify interesting talent (possibly also on the social network), receive and manage job applications, and interact with talent and job applicants on and via the talent acquisition platform. The comprehensive XING service supports this interaction between talent and companies on and via the talent acquisition platform, such as by recommending talent and by generating and delivering recruitment-related information and analyses based on data processed within the talent acquisition platform and possibly in other XING applications or beyond.

## **Employer review platform**

**1.10** The employer review platform offers employees, freelancers and candidates real insights into the past, present and future working world, be it via employer reviews from employees, freelancers or candidates, salary details or company culture (employer reviews, salary details and company culture are hereafter collectively referred to as **“employer reviews”** or **“reviews”**), data analyses and information about things like the New Work movement, and helpful tips. The employer review platform offers companies ways to showcase their employer brand and attract potential hires and principals, in turn giving them the edge in the race for talent.

## **Conditions of use, conclusion of contract and warranties upon conclusion of contract**

### **General**

**2.1** If the user uses a XING service application which can also be used by users without a user profile that is visible on the social network, a user account will be created for said user if they do not already have one. Thereby, the agreement to use XING is entered into by the user and New Work SE. A user account is a user profile that is not initially visible on the social network. To start with, the user can only use its user account with XING service applications that can also be used without a user profile that is visible on the social network. If the user would like to use XING service applications that require a user profile that is visible on the social network, the user must first allow its user profile to be visible on the social network.

**2.2** The option to use applications offered on the XING Websites does not constitute an offer, but merely an invitation to issue an offer. By completing the booking process, the user consents to enter into the agreement to use the corresponding XING application. New Work SE in turn accepts the user’s consent by rendering the corresponding services. The agreement takes effect upon the aforementioned acceptance by New Work SE. New Work SE is not

obliged to enter into the agreement. By using paid services, the user accepts the related payment obligation by clicking on the confirmation button which is displayed in such cases.

**2.3** The user warrants and represents that all of the data they provide is accurate and complete. The user is obliged to ensure that the data for all of the applications they use is accurate and complete for the entire duration of the agreement. In the event that the New Work SE customer service team makes any manual changes to the user's data on the user's behalf, New Work SE reserves the right to bill the user for any costs they incur in connection with said changes, insofar as the user is responsible for the event that triggers these costs.

**2.4** The user warrants that they are aged 16 or over. In the event that the user acts on behalf of a legal person for certain applications, the user warrants that they are of legal age and authorised to act in the name of the legal person. Upon request, the user shall submit proof thereof.

**2.5** It is technically impossible for New Work SE to determine with certainty whether any user registered on the XING Websites is in fact the person they claim to be. Therefore, New Work SE assumes no liability for the actual identity of a user.

### **Social network**

**2.6** In order to acquire XING membership, the user must register on the platform and select a password.

**2.7** The user is obliged to keep this password secret. New Work SE will not disclose the password to any third party, shall only use it during the login process, and shall not ask for the user's password at any time other than during the login process. For security reasons and to prevent misuse, the user is recommended to change its password at regular intervals. The user is solely responsible for safeguarding and storing its XING member account login details (particularly its password).

**2.8** Each user may only create one user profile. The user is not permitted to allow third parties to use its user profile.

## **Right of withdrawal for consumers**

### **Instructions on withdrawal and model withdrawal form**

**You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the date of contract conclusion.**

**To exercise the right of withdrawal, you must inform us**

**New Work SE  
Am Strandkai 1  
20457 Hamburg  
Germany**

**Phone: +49 40 419 131 0  
E-mail: [withdraw@xing.com](mailto:withdraw@xing.com)**

**of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, e-mail or via the contact form available on each of our webpages). You may use this [model withdrawal form](#), but it is not obligatory.**

**To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.**

### **Effects of withdrawal**

**If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.**

**If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.**

**You may download and use the model withdrawal form available [here](#) as a PDF file.**

**Exclusion of right of cancellation:**

**The right of cancellation does not exist if, when entering into a legal transaction, you predominantly act in exercise of your trade, business or profession and are therefore deemed to be an entrepreneur (Section 14 BGB).**

**The right of cancellation vis-à-vis New Work SE does not apply to agreements you enter into with third parties, i.e. where New Work SE is not legally involved. Any such rights of cancellation may only be brought against the respective third party.**

**Other additional information:**

**You expressly agree that we will start to render the service before the end of the cancellation period.**

## **General obligations of the user and special provisions for using the social network and employer review platform**

### **4.1 The user is obliged**

- (a) to provide only true and non-misleading statements along with its real name, and - except for posts on the employer review platform - to refrain from using pseudonyms or pen names,
- (b) to only use as the profile picture for its social network user profile a photo where the user can be clearly identified. The user warrants and represents that the public display of the profile photo delivered by the user to the XING Websites is not prohibited by applicable law. The user shall not use photos or images of any person other than the user, nor of non-existent persons or other beings (such as animals, imaginary creatures, etc.), nor use logos as its profile picture.
- (c) to comply with all applicable legislation and respect all third-party rights when using XING and the content served on XING Websites. In particular, the user shall not
  - use any insulting or defamatory contents, regardless of whether said contents are directed at another user or New Work SE personnel or other companies,
  - use any pornographic, abusive, immoral or violence-glorifying materials or any contents that violate any applicable legislation for the protection of minors; or advertise or promote, offer or distribute any pornographic, abusive, immoral or violence-glorifying product or products which do not comply with any applicable legislation for the protection of minors,
  - unreasonably annoy, particularly with spam, any other user (cf. Section 7 of the German Unfair Competition Act - UWG),
  - use without authorisation any contents protected by law (e.g. by copyright, trademark, patent, utility patent, or design patent laws), or advertise, promote, offer or distribute any goods or services protected by law, or
  - use or promote any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, multilevel selling or pyramid sales)
- (d) to refrain from engaging in any of the following annoying activities, even if they do not constitute a breach of any applicable laws:
  - Sending chain letters
  - Performing, advertising and promoting any form of structural distribution measures (such as multi-level marketing or multi-level network marketing) and
  - Communicating in any insinuating or sexual way (suggestive or explicit).

### **4.2 The user is prohibited from the following:**

- (a) Employing any mechanisms, software or scripts when using XING Websites. The user is also prohibited from directly or indirectly advertising or distributing such mechanisms, software or scripts. The user may, however, use, advertise or distribute interfaces or software that have been authorised by New Work SE
- (b) Blocking, overwriting, modifying and copying any contents of the XING Websites, unless said actions are necessary for the proper use of XING
- (c) Distributing or publicly disclosing the contents of any of the XING Websites or any other user, unless such a distribution or public disclosure is intended within the scope of the respective XING application, or unless the other user consented to said distribution or public disclosure, and/or
- (d) Performing any actions which may impair the operability of XING's infrastructure, particularly actions which may overload said infrastructure.

**4.3** New Work SE is not obliged to serve data provided by the user and/or information to other users if said data and/or information is not in line with Sections 4.1 and 4.2. New Work SE is entitled to remove from the XING Websites any data and/or information that is prohibited according to Sections 4.1 and 4.2, without notifying the user in advance.

### **4.4 The employer review platform user is obliged to**

- (a) specify employers, principals and places of work,
- (b) only submit a review if they work or worked for the employer to be reviewed as an employee or freelancer,

- or have applied to the employer to be reviewed,
- (c) not submit untrue and/or unfair reviews and/or statements about an employer or principal, persons employed there, or other circumstances relating to the employer or principal,
- (d) not name any natural persons,
- (e) not post links to external content.

**4.5** The user agrees that their employer review may be moved to other sections of the XING Websites.

**4.6** The user agrees that New Work SE may edit and/or shorten their employer reviews.

**4.7** The user agrees that their employer reviews may be posted worldwide, including via third-party services.

## **Changes to services and GTC**

### **Changes to services**

**5.1** New Work SE reserves the right to modify the services offered on the XING Websites or to offer services different from those offered at the time of the user's registration at any time unless this is unreasonable for the user.

**5.2** New Work SE furthermore reserves the right to modify the services offered on the XING Websites or to offer services different from those offered at the time of the user's registration at any time

- (a) to the extent New Work SE is obliged to ensure the services offered are in compliance with legislation incumbent upon the services, particularly in the event of a change to said legislation,
- (b) to the extent New Work SE is therefore deemed to have complied with a legal judgement or decision by the authorities,
- (c) to the extent the respective modification is required to eliminate any existing security gaps,
- (d) if the modification is only beneficial to the user, or
- (e) if the modification is of a purely technical or process-related nature without any material impact on the user.

**5.3** Modifications that only have a minor impact on XING's functionality do not represent changes to the services described in this section. This applies in particular to changes of a purely graphical nature and to a change of layout and/or placement of features.

### **Changes to GTC**

**5.4** New Work SE reserves the right to amend these GTC at any time, without giving reasons, unless an amendment is unreasonable to the user. New Work SE will give due notice to the user regarding amendments to these GTC. If the user does not object to the validity of the revised GTC within six (6) weeks of receipt of said notice, the amended GTC shall be deemed accepted by the user. In its notice, New Work SE will inform the user about the user's right to object and the importance of the objection deadline.

**5.5** New Work SE also reserves the right to modify the GTC

- (a) if the modification is only beneficial to the user,
- (b) if the modification is of a purely technical or process-related nature without any material impact for the user,
- (a) to the extent New Work SE is obliged to ensure the GTC comply with legislation incumbent thereon, particularly in the event of a change to said legislation,
- (d) to the extent New Work SE is therefore deemed to have complied with a legal judgement or decision by the authorities, or
- (e) to the extent New Work SE introduces supplementary, completely new services or service components requiring a service description in the GTC, unless this has a detrimental impact on the use relationship to date.

New Work SE will notify users of such changes to its GTC, e.g. via the XING Websites.

**5.6** Products that are booked separately and not offered within the scope of a continuing obligation (e.g. booking ads) are subject to a separate agreement for which additional terms and conditions will be explicitly displayed prior to booking. The corresponding contractual terms and services can be modified for future bookings irrespective of the service modification requirements stipulated here.

**5.7** The user's right to cancellation pursuant to Section 7 remains unaffected in the event of modifications to services or GTC governed by this provision.

## **Fees, billing, invoicing, payment terms**

### **General**

**6.1** The user can settle invoices using the payment methods offered by New Work SE. If New Work SE is unable to collect any fees from an account designated by the user due to lack of funds, the user will bear all costs New Work SE incurs as a result thereof, including bank charges related to any debit entries or similar charges, insofar as the user is responsible for the event that triggers these costs.

**6.2** New Work SE is permitted to only send invoices and payment reminders electronically.

**6.3** Provided the user does not object, New Work SE reserves the right to switch invoices from euros to the user's respective local currency at any time.

### **Premium membership**

**6.4** Premium membership fees for the entire duration or respective billing period are due immediately in advance.

**6.5** New Work SE reserves the right to reasonably increase the fee with effect from the start of a new billing period. Prices may only be increased once per calendar year. In such cases, New Work SE will inform the user at least six (6) weeks prior to expiry of a billing period to which the fee increase applies. A user may object to the fee increase within three (3) weeks of notification via the contact form, letter, or e-mail. The user's submission of an objection is tantamount to cancelling Premium membership, meaning that said membership will expire at the end of the existing minimum usage period or current billing period.

#### ***Please note:***

*The previous term continues to apply to contracts concluded before 1 March 2022:*

**6.5** XING reserves the right to reasonably increase the fees charged for Premium membership with effect from the start of a new renewal period, either after the initial term or the respective current renewal period. Prices may only be increased once per calendar year. In such cases, XING shall inform the user at least six (6) weeks prior to expiry of the initial term or respective current renewal period. Should the user not agree to this increase, they may object to the validity of the increase within three (3) weeks of notification via the contact form, letter, or e-mail. The user's submission of an objection is tantamount to cancelling its Premium membership, meaning that said membership will expire at the end of the initial term or respective current renewal period.

*Section 6.5 does not apply to existing customers who registered with XING before 17 March 2014, except in the following cases:*

- *(a) An older version of the GTC containing a corresponding price modification provision (in Section 12.2) in effect at the time of registration was already explicitly agreed to*
- *(b) A price modification provision was already explicitly agreed to before 17 March 2014, e.g. when switching from the old Premium to the New Premium version*
- *(c) A price modification provision was explicitly agreed to after 17 March 2014*
- *(d) These GTC including the price modification provision (Section 6.5) are or have been explicitly agreed to (e.g. when taking out Premium membership).*

*This price modification provision (Section 6.5) shall apply without limitation to new customers and new contracts.*

### **Special provision regarding credit card as a payment method**

**6.6** If new customers choose to pay by credit card, New Work SE will perform a test transaction involving a very small amount. This serves to verify the user's credit card in preparation for charging a due invoice amount to that particular credit card once an invoice has been issued. The test transaction amount will generally be returned within 24 hours.

## **Term, termination of contract, sanctions, reimbursement of advance payments**

### **General**

**7.1** Unless specifically precluded by separate terms and conditions regarding the term and termination of individual applications or XING memberships, the contractual relationship may be terminated by either party at any time.

### **Unpaid membership**

**7.2** New Work SE and the user may terminate free membership at any time without cause. In order to protect the user from unauthorised deletion of their user profile by third parties, New Work SE may perform an identity check upon termination, e.g. by requesting the username and an e-mail address registered on the XING Websites.

### **Premium membership**

**7.3** Premium membership shall run for the initial term selected by the user during the upgrade process. After this term, the Premium membership will renew automatically for an unlimited period (with monthly billing periods)

unless terminated in due time by the user or New Work SE. The user and New Work SE may each terminate Premium membership without cause at any time to the end of the minimum usage period or current billing period. Terminations can be submitted by letter, fax or e-mail. The user may also use the contact form or online cancellation process. If Premium membership has been terminated, the user is entitled to retain free membership until this membership is terminated, meaning that the additional and advanced Premium membership features will no longer be available.

**Please note:** *The previous term continues to apply to contracts concluded before 1 March 2022:*

*Premium membership shall run for the initial term selected by the user during the upgrade process. After this term, the Premium membership will be renewed by a term of the same length as the initial term, unless terminated in due time by the user or XING. The user and XING may each terminate Premium membership without cause to the end of the initial term selected by the user during the registration process, or to the end of any renewal period after said minimum term expires, by serving notice of three (3) weeks.*

## **Cancellation and suspension for good cause**

**7.4** Even if separate terms and conditions regarding term and cancellation are in place, both parties are entitled to immediate extraordinary termination for good cause at any time. Extraordinary termination for good cause is defined as an event which makes it unacceptable for the terminating party to continue the agreement until the end of the termination period, taking into account all circumstances of the individual case and weighing up the interests of both parties. A good cause for New Work SE includes any of the following events:

- (a) If the user fails to comply with any applicable legal provisions
- (b) If the user breaches a contractual obligation
- (c) If the reputation of the services offered on the XING Websites is substantially impaired by the online presence of the user (if, for example, it is discovered after registration that the user has been convicted of a criminal offence, and if said conviction is known to other users)
- (d) If the user promotes any communities or associations, or any of their methods or activities, which are under surveillance by authorities responsible for public safety or the protection of minors
- (e) If the user causes harm to any other user(s) or
- (f) If the user is a member of a religious sect or a denomination that is controversial in Germany.

**7.5** In the event of a good cause in accordance with Section 7.4 and notwithstanding New Work SE's right to terminate the contract in accordance with Section 7.4, New Work SE is entitled to

- (a) delete contents posted by the user
- (b) block the user's access to the services on the XING Websites or to individual applications, or to
- (c) issue a warning.

**7.6** The user's right to claim reimbursement of any advance payments upon termination shall be excluded unless the user has terminated the agreement for good cause attributable to New Work SE. In the following cases, the user shall not be entitled to claim reimbursement of any advance payments:

- (a) If New Work SE has terminated the contract for good cause
- (b) If New Work SE has blocked the user's access in accordance with Section 7.5

## **Responsibility for the user's content, data and/or other information, availability, internal complaint-handling system**

**8.1** New Work SE does not accept any responsibility for any content, data and/or information provided or made available by users of the XING Websites on any external websites linked to them. In particular, New Work SE does not warrant that said data and/or information is true or accurate, nor that it fulfils or serves any particular purpose.

**8.2** The user may report any activities of any other user which violate applicable laws and/or any of these contractual terms (including the use of pseudonyms or false identities). This reporting option is also available to third parties. New Work SE will send its reasoned decision without undue delay to both the complainant and to the user whose content was reported.

**8.3** New Work SE is not obliged to prohibit third parties from saving data or content that is or was publicly available pursuant to the GTC, XING Privacy Policy or user settings.

**8.4** New Work SE merely provides the user with a platform and is not involved in the content of communication between users. This does not apply if New Work SE moderates said communication. If users enter into agreements with one another via XING Websites, New Work SE will not be a contracting party to said agreements. Users are solely responsible for the execution and/or fulfilment of agreements they enter into with one another. New Work SE will not be liable for breaches of duty in relation to agreements entered into between users.

**8.5** The user acknowledges and agrees that it is technically impossible to achieve 100% availability of the XING

Websites. New Work SE will nonetheless endeavour to keep XING Websites available without interruption. Events related to maintenance, security or capacity requirements, and/or events beyond New Work SE's control (e.g. disruptions to public communications networks, power failures, etc.), may result in malfunctions of or temporary interruptions to the service provided on XING Websites.

**8.6** New Work SE sometimes uses automated technology to ensure the security of its services and users, to detect and remove fake profiles, and in the case of the employer review platform, to ensure maximum review authenticity and to prevent manipulation. On the employer review platform, a number of technical and [manual verification steps are applied as described in more detail \(in German\)](#) to ensure genuine reviews and to prevent manipulation from occurring.

**8.7** When New Work SE decides whether or not a piece of content is illegal or violates these Terms and Conditions, possibly resulting in actions such as deletion, blocking of the content, or blocking of the user's access to the service, the affected user and the reporter can object to this decision for up to 6 months afterwards (internal complaint-handling system). New Work SE tasks qualified personnel with handling complaints submitted via the internal complaint-handling system in a timely, non-discriminatory, diligent and non-arbitrary manner. Where a complaint contains sufficient grounds to consider that the decision not to take any action following a report is unfounded or that the content to which the complaint relates is not illegal and does not violate these Terms and Conditions, then New Work SE will reverse its decision without undue delay. New Work SE will inform the complainant without undue delay of its reasoned decision via the internal complaint-handling system.

**8.8** New Work SE will suspend, for a reasonable period of time and after having issued a prior warning, the provision of its services to users who frequently provide manifestly illegal content. Section 7.6 applies mutatis mutandis. New Work SE will also suspend, for a reasonable period of time and after having issued a prior warning, the processing of notices (reports) and complaints submitted through the notice and action mechanisms and internal complaint-handling systems by individuals or entities or by complainants that frequently submit notices or complaints that are manifestly unfounded. When deciding on suspension, New Work SE will assess, on a case-by-case basis and in a timely, diligent and objective manner, whether the user, the individual, the entity or the complainant engages in the misuse referred to in this section, taking into account all relevant facts and circumstances apparent from the information available to New Work SE. Those circumstances will include at least the following:

- (a) the absolute numbers of items of manifestly illegal content or manifestly unfounded notices or complaints, submitted within a given time frame;
- (b) the relative proportion thereof in relation to the total number of items of information provided or notices submitted within a given time frame;
- (c) the gravity of the misuses, including the nature of illegal content, and of its consequences;
- (d) where it is possible to identify it, the intention of the recipient of the service, the individual, the entity or the complainant.

## **Liability of New Work SE**

**9.1** New Work SE will be liable without limitation for damages resulting from injury to life, limb or health which occur due to a breach of duty by New Work SE or one of its legal representatives or vicarious agents. New Work SE will also be liable without limitation for damages owing to a lack of a characteristic warranted by New Work SE or due to malicious conduct by New Work SE. In addition, New Work SE will be liable without limitation for damages due to intent or gross negligence by New Work SE or one of its legal representatives or vicarious agents.

**9.2** Apart from the cases set out in sections 9.1 and 9.3, New Work SE's liability will be limited to typical foreseeable contractual damages in the event of a breach of any of its cardinal contractual duties due to slight negligence. Cardinal contractual duties are an abstract description of those obligations whose fulfilment is indispensable for the proper implementation of an agreement and on whose fulfilment the contracting parties can usually rely. Any other liability on the part of New Work SE is excluded.

**9.3** Liability pursuant to the German Product Liability Act shall remain unaffected.

## **Data processing**

**10.1** Personal data is only collected, processed and/or used if the user grants consent to do so or if permitted by law. New Work SE uses personal data to the extent permitted by law, in particular to fulfil its contractual obligations vis-à-vis users. XING provides the user with a range of customised features, i.e. New Work SE serves the user certain information, offers, recommendations and services, and promotes interaction within the user's network based on collected data. In order to render these services, New Work SE needs to process and use the user's personal data.

**10.2** New Work SE provides users with the option of sending their personal data, in whole or in part, to other users, or to prevent other users from viewing their data. Such data is sent at the user's own risk.

**10.3** Irrespective of the selected Premium membership and/or selected add-on, additional personal data may be collected, processed and used to render the services and features in connection with the selected Premium

membership and/or selected add-on. In the event of ceasing to use the selected Premium membership and/or selected add-on, this data will continue to be stored for the duration of the XING membership unless the user deletes said data beforehand. Above all, this serves to enable the user to continue using the data provided in the event of using Premium membership and/or add-ons in the future. This does not affect the user's right to exercise its rights as a data subject as provided for in Article 12 et seq. of the EU GDPR.

## **Applicable law, place of jurisdiction, miscellaneous**

**11.1** New Work SE is permitted to commission sub-contractors, but remains responsible for fulfilling its duties.

**11.2** New Work SE is permitted to transfer rights and duties to third parties, in whole or in part.

**11.3** Unless revoked by the user, the user agrees that New Work SE may transfer the contracts, in whole or in part, with users who registered with a Swiss address, to NEW WORK XING AG, Switzerland (formerly XING Switzerland GmbH), to facilitate billing in the user's local currency.

**11.4** Unless otherwise governed by these GTC, New Work SE may send notices to the user by e-mail, or letter. New Work SE may also send declarations to the user's XING inbox which forms an integral part of the user's XING membership.

**11.5** We do not participate in dispute resolution procedures handled by dispute resolution bodies.

**11.6** The place of performance under these GTC shall be New Work SE's main place of business.

**11.7** 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.

**11.8** These GTC 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 that have been adopted by German law. This does not affect obligatory consumer protection law of the European Member State in which a user has its regular place of residence.

**11.9** These GTC are available in English, German, French and Spanish. In the event of any contradiction between the different language versions of these GTC, the German version shall take precedence.