

General Terms and Conditions for using the free Basic Edition of gradar.com

§ 1. Subject matter of this contract

- (1) During the contract period (see § 2.) the user is authorised to use the internet based analytical job evaluation system “gradar the job evaluation engine” developed by QPM Quality Personnel Management GmbH in the “Basic” version.
- (2) The system is available in the paid editions “Starter Plus”, “Professional Plus” and “Enterprise” as well.
- (3) Functional scope and pre-requisites of use are specified in **attachments 1 and 4** as well as the current service description of the Internet platform at the respective time.

§ 2. Contract Period

- (1) The contracts starts with the date of the online registration and has a 3-month duration.
- (2) The contract period expands automatically for another 3 months, if the contract is not terminated 4 weeks before expiration.
- (3) The user has the right to terminate the contract at any time without giving reasons and without any period of notice. The termination can be declared in text form (e.g. email) or by deletion of the account by the user.
- (4) If the e-mail address used for registration is not confirmed within 10 days, or if 210 days pass without log-in, the account will be deleted for reasons of data economy.
- (5) QPM is entitled in addition to the time-bound termination to terminate the contract without notice exceptionally when there is good cause. A good cause exists in particular if the user
 - a) uses the contact form to advertise or to send objectionable content,
 - b) attempts to modify in whole or in part, adapt or decompile the software as far as it goes beyond the boundaries of §§ 69d Abs. 3, 69e UrhG,
 - c) severely violates to fulfil his contractual obligations in any other way,
 - d) seriously and culpably violates other legislation when using the website.

- (6) In these cases QPM is also entitled to block or delete the user account for a limited time or permanently and to refuse the setup of a new user account.

§ 3. Fees, Due Date, Right of Retention

- (1) The annual licence fee to be paid by the user amounts to EUR 0,00 for the **Basic-Version** with one user
- (2) The user fee includes hosting and technical support.
- (3) An upgrade from the Basic edition to more extensive edition is possible at any time.
- (4) The user fee does not include consulting or training. These services need to be agreed separately.
- (5) If the user falls behind on payment for agreed additional services by more than 14 days, QPM can exercise its right of retention and lock access to the basic-edition of the software.

§ 4. Contact

For support services, the team is available via phone on +49 (0) 211 9367 249-0 or via email on support@gradar.com.

gradar the job evaluation engine is a product of:

QPM Quality Personnel Management GmbH

Am Haferkamp 78

D-40589 Düsseldorf

Managing Director: Philipp Schuch

Registered Office: Düsseldorf

District Court: Düsseldorf, HRB 73656

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§ 5. Data Protection and Data security

- (6) The internet based job evaluation programme is hosted on servers provided by Telekom Deutschland GmbH, Landgrabenweg 151, D-53227 Bonn, Germany. The internet connection is encrypted with SSL.
- (7) All data copied in the clipboard is deleted once the browser connection is terminated or the user logs out or the content is overwritten with something else.
- (8) The software evaluates positions. This means that no personal data needs to be transmitted to the. In the Enterprise version it is possible (but not required) to save personal data on the server in the comment fields or by uploading job-descriptions.
- (9) Data protection provisions for all contract partners are regulated separately in **attachment 2**.
- (10) A list of technical and organisational measures for data protection is provided in **attachment 3** of this contract.
- (11) By using the basic edition of gradar and confirming the e-mail address, the user agrees that QPM may contact him by phone, e-mail or by means of automated notifications (e-mail). This consent can be revoked at any time informally in writing or by e-mail.
- (12) QPM reserves the right to forward the contact data (name, e-mail address, telephone number) of newly registered basic users to a local partner for the purpose of a sales follow-up. The list of partners is published on <https://www.gradar.com/>
- (13) The partners are obliged to use the contact data only for individual, sales-oriented follow-ups and not to store the data in CRM systems or use it for mailing campaigns.

§ 6. Place of Jurisdiction and Applicable Law

- (1) If the user is merchant acc. to German law, the place of jurisdiction is Dusseldorf, Germany.
- (2) This contract is subject to German jurisdiction to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, (CISG, April 4th, 1980) and German international civil law.