

Terms of Use for AVAX

1. General, scope of application

- 1.1. compleet GmbH (in the following "compleet") offers services via the AVAX platform to temporary work agencies and hiring companies (in the following together "Clients") that can be called up under <https://avax-portal.de> (in the following "AVAX").
- 1.2. These Terms of Use (ToU) are an integral part of the agreement concluded between compleet and the Client (in the following "Agreement") and regulate the use of AVAX, in particular.
- 1.3. The provision of temporary workers by compleet is neither the aim nor the subject of this Agreement and is therefore expressly excluded.
- 1.4. compleet does not acknowledge any terms of the Client that contradict or deviate from these ToU unless compleet expressly agrees to their application.

2. Subject of agreement

compleet enables the Clients to use AVAX in accordance with these ToU and the Agreement.

- 2.1. Account; conclusion of agreement between temporary work agency and hiring company
 - 2.1.1. After being admitted, the Clients can access AVAX via the internet with a protected account.
 - 2.1.2. compleet gives the Client a user name and a corresponding password ("login data") to log into its account. The login data may not be used by more than one person. If the Client wishes to allow several of its employees to use the service, each of these employees must be provided with separate login data.
 - 2.1.3. Hiring companies can post legally non-binding calls to tender on AVAX.
 - 2.1.4. Temporary work agencies then have the option of submitting offers in the form of employee profiles and hourly rates in response to this call to tender. The offers from a temporary work agency can be viewed by the recipient of the offer, but not by other temporary work agencies. Offers can be submitted only within the period specified by the hiring company. The system clock time on AVAX is decisive in this respect.
 - 2.1.5. The Clients then have the option of concluding a temporary work agreement directly via the identity verification and signature procedure used by compleet, provided that both contracting Clients have concluded an appropriate QES agreement with compleet. The Clients can also conclude the temporary work agreement in the usual written form and subsequently enter the temporary employment into the compleet system.
- 2.2. Performance of the concluded temporary work agreements

The performance of temporary work agreements concluded via AVAX is the sole responsibility of the respective contracting Clients. compleet is not a party to the relevant temporary work agreement and is not liable for its performance or for other breaches of contract by Clients towards third parties or other users.
- 2.3. Other services provided by compleet

compleet offers its Clients additional services or packages with a limited scope of services to which these ToU are applicable within the framework of the relevant scope of services.
- 2.4. Changes to AVAX

compleet always strives to improve the functionalities of AVAX in the interests of its Clients and may therefore from time to time modify the functionality and structure of AVAX and the associated user interfaces.
- 2.5. Default; breach of these ToU
 - 2.5.1. compleet is entitled to block a Client's access to AVAX if the Client is in default of payment.

2.5.2. In addition, compleet is entitled to block the Client's access or to terminate the Agreement (if necessary after a warning or remedy period) if there is sufficient suspicion that the Client has breached the terms of use granted on the basis of this Agreement or if there are reasonable doubts as to the Client's future credit rating. The Client may avert these measures if it eliminates these circumstances by submitting suitable evidence at its own expense.

3. Client's duties

3.1. Use of AVAX

- 3.1.1. The Client undertakes to use all functions of AVAX only to the contractual extent and only for its own purposes and, in particular, not to make them available to third parties. In particular, the Client is not permitted to publish content and calls to tender posted by other users outside AVAX.
- 3.1.2. It is the sole responsibility of the Client to check the content, accuracy and completeness of the data posted on AVAX by the Client.
- 3.1.3. The Client is required to keep the login data secret and to protect it from unauthorised access by third parties. The Client is also responsible for the confidentiality of any login data of its employees and will instruct its employees accordingly. The Client will inform compleet without delay of any suspected abuse by an unauthorised third party. As soon as compleet becomes aware of the unauthorised use, compleet will block the unauthorised user's access. compleet reserves the right to change the login data of a Client or its employees if unauthorised use is suspected. The Client will be required to inform compleet without delay of any suspicion of unauthorised use of the Client's own account.
- 3.1.4. Clients are not permitted to post information/ data (e.g. through links or frames) on AVAX that violate legal regulations or official orders or are contrary to public policy. They are also not permitted to publish or store information/ data that glorify or downplay violence, that are sexually offensive, pornographic, racist, discriminatory or that could endanger the moral welfare of children or adolescents.
- 3.1.5. The Client undertakes to abstain from all measures that could jeopardise or disrupt the functioning of AVAX. In particular, the Client must ensure that its information and data transmitted via the compleet Platform are not infected by viruses, worms or trojans.
- 3.1.6. The Client undertakes to compensate compleet for any damage resulting from failure to perform these obligations and to indemnify compleet from all claims by third parties, including the necessary legal costs, that they assert against compleet due to the Client's failure to perform these obligations.

3.2. Duties to provide information

The Client is required to inform compleet, upon request, of all temporary work agreements concluded as a result of the use of the compleet platform.

3.3. Compliance, Compliance Monitor

- 3.3.1. Clients who post an offer for temporary employment on the compleet Platform must be in possession of all permits required for such temporary employment and fulfil all other legal or official requirements and conditions for the respective temporary employment of the employees to be made available. Before submitting an offer, these Clients must submit a copy of the relevant permit and approval certificates to compleet and inform compleet of any changes in this regard without being asked to do so and without delay.
- 3.3.2. In the Compliance Monitor module, Clients have the opportunity to upload documents (permit for temporary agency work, certificates, etc.). The Client agrees to a publication by compleet on AVAX already at this time.

4. compleet's liability

- 4.1. compleet assumes liability in principle for intent and gross negligence, but for slight negligence only if essential contractual obligations are breached, in other words those obligations on the proper performance of which the Client normally relies and may rely. Liability in the event of a breach of such an essential contractual obligation is limited to the foreseeable damage typical for this type of agreement. The aforementioned limitations of liability do not apply in the event of injury to life, limb or health or in other cases of mandatory liability, such as the assumption of a guarantee that – if breached – renders the guarantor liable for compensation. Otherwise, compleet's liability is excluded.
- 4.2. compleet will not be liable for third-party information if compleet has no knowledge of the unlawful act or information and has no knowledge of facts or circumstances that make the unlawful act or information obvious or if compleet took immediate action to remove the information or block access to it as soon as compleet gained knowledge of it.
- 4.3. compleet will be liable for the loss of data in accordance with the above paragraphs only if such a loss could not have been avoided by appropriate data backup measures taken by the Client.
- 4.4. This liability does not extend to any impairment of the contractual use of the services provided by compleet caused by improper or incorrect use by the Client.

5. Data protection

- 5.1. Both parties will comply with the applicable data protection regulations and impose an obligation of data confidentiality on their employees working in the context of the Agreement unless they are already generally committed to this.
- 5.2. compleet will collect and use personal data relating to the Client or its employees only to the extent required for the performance of the contractual relationship.
- 5.3. The Client itself is responsible for ensuring that the Client or the Client's employees comply with the applicable data protection requirements with regard to the personal data transferred by the Client to compleet. In particular, the Client itself is obliged to ensure that any necessary consent is obtained and that the data protection information obligations pursuant to Art. 13, 14 GDPR are complied with before personal data are entered into the online platform.
- 5.4. compleet's data protection policy applies. These can be viewed and printed at the following URL: <https://www.germanpersonnel.de/datenschutz/>

6. Commencement of Agreement, term and termination

- 6.1. Unless otherwise agreed with the Client in an individual case, the Agreement underlying these ToU is concluded for an indefinite period and commences immediately.
- 6.2. Agreements concluded for an indefinite period may be terminated by either party by giving two weeks' notice with effect at the end of a month. Fixed-term agreements terminate at the end of the fixed term of the agreement or can be terminated by giving individually agreed notice. This does not affect the right of both parties to terminate the Agreement for cause (a compelling reason). Any notice of termination must be given in text form. If the remuneration agreed between the parties is not based on the duration of the Agreement, but on other circumstances (e.g. the duration of the temporary work agreement concluded via AVAX), the termination will not affect compleet's entitlement to remuneration.
- 6.3. A termination of the agreement between the Client and compleet will not affect any temporary work agreements concluded between the temporary work agencies and the hiring companies.

7. Final provisions; amendments to these ToU

- 7.1. German law applies. Where all other elements of the facts at the time of the choice are situated in one or more other Member States of the EU, the choice of German law will not affect the application of the provisions of EU law – where appropriate in the form transposed by the Member State in which the seised court is located – which cannot be derogated from by agreement. The exclusive place of jurisdiction for disputes arising from and in connection with this Agreement is Munich.
- 7.2. Should individual provisions of this Agreement be or become void or invalid in whole or in part, this will not affect the validity of the other provisions.
- 7.3. compleet reserves the right to amend these ToU at any time without giving reasons. Amendments to these ToU will be offered to the Client in text form (e.g. by email) at least 30 days before the proposed date on which they are to take effect. The Client will be deemed to have consented unless it notifies compleet of its refusal in text form before the proposed date on which the amendments are to take effect. If the Client does not agree to the amendments, compleet will have the right to terminate without notice up to the proposed date on which the amendments are to take effect. In the communication offering the amendments, compleet will again advise the Client of its right of refusal, the applicable deadline for this and compleet's right of termination.

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