

## **General Terms and Conditions for the Services of MEDWING GmbH - Platform Agreement**

### **1 General**

#### **1.1 Our Service**

1.1.1 MEDWING GmbH (hereinafter "MEDWING" or "we") offers MEDWING, a digital career advice platform for medical professionals. This offers you as an interested party the opportunity to register free of charge on the internet website [medwing.com](https://medwing.com) ("Website") or via the app MEDWING ("App"; Website and App together are hereinafter the "Platform") by creating a personal user profile. As a user (hereinafter "User" or "you"), you then have the opportunity to submit your resume on the Platform and indicate your professional career preferences (hereinafter "Search Request"), with the aim that:

- (a) our career advisors find for you, free of charge, a job offer with a new employer that corresponds to your expectations and present you there for application (permanent position, hereinafter "job placement", details below at section 5.3)
- b) and/or that our career advisors provide you with tips on optimizing your career development free of charge on an ongoing basis (hereinafter "Career Optimization", details below under Section 5.4)
- c) and/or that we employ you in our internal temporary staffing team and subsequently place you with companies within the framework of employee leasing (flexible working, hereinafter "employee leasing", details below at section 5.2).

1.1.2 These General Terms and Conditions (hereinafter "GTC") contain the general rules for the use of all services offered within the scope of MEDWING Services, which are described in more detail in Clause 5 of these GTC. A current version of the GTC can be viewed, downloaded, saved or printed out at any time at <https://medwing.com/DE/de/agb/>.

1.1.3 MEDWING's current data protection declaration, with which we inform you in detail about the type, scope and purpose of the collection and use of your personal data by MEDWING in the course of the use of our services and our platform, can be accessed by you at any time on the website at <https://medwing.com/DE/de/datenschutz/>.

1.1.4 Our platform and services are hereinafter collectively referred to as "MEDWING Services".

#### **1.2 Name and address of MEDWING**

MEDWING GmbH

Address: Rosenthaler Str. 12, D-10119 Berlin, Germany

Internet domain: <https://medwing.com>

E-mail: [info@medwing.com](mailto:info@medwing.com)

Telephone: +49 (0)30 202380920

Fax: +49 (0)30 577027873

Legally authorized managing directors: Johannes Roggendorf, Dr. Timo Fischer

Entry in the Commercial Register: Berlin-Charlottenburg Local Court HRB 186507

#### **1.3 Supervisory authorities**

1.3.1 The competent supervisory authority in the context of employee leasing is the Kiel Employment Agency.

- 1.3.2 The competent supervisory authority with regard to data protection law is the Berlin Commissioner for Data Protection and Freedom of Information.

## **2 Subject matter of performance**

A platform agreement is concluded between MEDWING and the User in accordance with the provisions of clause 3.2 ("Platform Agreement"); the subject matter of the Platform Agreement is the provision and use of the MEDWING Services via the Platform.

## **3 Requirements for use**

### **3.1 General requirements**

- 3.1.1 The use of the MEDWING Services is only permitted to natural persons of legal age. Minors and other persons without legal capacity or with limited legal capacity are excluded from using the MEDWING Services.
- 3.1.2 The use of the MEDWING Services requires the registration of the User by creating a personal user account (hereinafter "Account") on the platform.
- 3.1.3 The use of the MEDWING Services also requires a computer or a mobile device (such as a smartphone or tablet) with Internet access and a current, up-to-date and functional browser software.

### **3.2 Registration and conclusion of contract**

- 3.2.1 Only one Account is permitted per User.
- 3.2.2 In order to create an Account, you must first fill in the electronic forms provided by MEDWING on the platform completely and correctly. Among other things, you must enter your job preferences and contact details.
- 3.2.3 You then click on the button "REGISTER FOR FREE AND RECEIVE JOB OFFERS" or "REGISTER FOR FREE" or "RECEIVE JOB OFFERS" on our platform and thus send us your data. By clicking this button, you are making a legally binding offer to conclude a platform contract with us. By clicking this button, you also accept these GTC and confirm that you have taken note of our privacy policy.
- 3.2.4 With the greeting subsequently displayed on the platform with explanation of the next step, we accept your offer.
- 3.2.5 If you register via our website, after clicking on the button you will receive an e-mail to the address you provided with the request to confirm your e-mail address. After confirming your e-mail address by clicking on the link sent to you in this way, your account will be activated. With your e-mail address and the specified password, you can access your password-protected user area on the platform after completing the registration.
- 3.2.6 If you do not activate the Account immediately, but we have job offers that match your search criteria specified in the electronic form, we will contact you using the contact details provided so that this opportunity does not pass and so that the best possible provision of MEDWING Services is ensured. For details on the communication between you and MEDWING, please refer to Section 4.
- 3.2.7 If you register via our App, your Account will be activated immediately without confirmation.

3.2.8 MEDWING is entitled to refuse to enter into an agreement with the User without giving reasons.

#### **4 Communication between you and MEDWING**

4.1.1 One of the central elements of the MEDWING Services is the communication between you and MEDWING. Without communication and coordination with you, we cannot provide the MEDWING Services to you. We attach great importance to simple and effective communication with you.

4.1.2 For communication between you and MEDWING, the contact channels described in Section 6.2 of the Privacy Policy are available, such as telephone and e-mail. Insofar as you have indicated preferred contact channels to us, we will of course take these into account when communicating with you.

4.1.3 In addition to the information in these GTC, you will find further details on the possible ways MEDWING can contact you in the data protection declaration.

4.1.4 If you have any questions or concerns regarding the concluded platform agreement or individual services or performances of MEDWING, you are also welcome to contact us at any time via the contact channels mentioned in section 1.2.

#### **5 MEDWING Services**

##### **5.1 Completing your applicant profile**

5.1.1 In order to make the best possible use of the MEDWING Services offered by MEDWING, you may complete your profile information on the Platform at any time by providing additional personal information in the electronic forms provided in your account.

5.1.2 A prerequisite for the use of most of our services, such as employee leasing (see section 5.2 below) or job placement (see section 5.3 below), is the entry of an up-to-date CV and the required documents (for example with regard to professional qualifications) on our platform. This can also be done for you by one of our career consultants if you send them the relevant documents via a contact channel of your choice (see section 4.1.2). Your complete profile information, including a current CV and the required certificates, is hereinafter referred to as your "applicant profile".

5.1.3 In order to ensure timely and efficient provision of the MEDWING Services, we will contact you after registration (see section 3.2 above) for the purpose of completing your Applicant Profile.

5.1.4 You decide yourself whether you upload a picture of yourself on the platform or send it to us via another contact channel.

5.1.5 The data and documents provided as part of the completion of the applicant profile are provided by you. MEDWING is therefore not responsible for their up-to-dateness, correctness and completeness and does not guarantee these.

5.1.6 After your applicant profile has been completely created on our platform, you will receive insight into the current status of the respective application and interview processes (if relevant) via our platform.

##### **5.2 Employee leasing (flexible working)**

- 5.2.1 Subject to the requirements of clause 5.2.2, MEDWING offers employment in MEDWING's own temporary staffing team and then places you with third party companies ("Partner Facilities") flexibly and also at short notice within the framework of employee leasing, depending on your wishes. To do this, we record your applicant profile and then check with our experts whether you fit into our team with your specific specialist orientation. Subsequently, we will conduct an interview with you, if necessary. In the event of a positive decision on our part regarding your recruitment, we will offer you the conclusion of an employment contract.
- 5.2.2 In order to be able to use our employee leasing service, you must first meet the general requirements for use set out in Section 3.1, and you must also have submitted a CV and the required documents in accordance with Section 5.1.2. For the sake of clarification, we would like to point out that this does not give rise to any claim to the conclusion of an employment contract with MEDWING.
- 5.2.3 Our career advisors will contact you, if necessary, to complete your applicant profile (if not already done, see Clause 5.1.3), to discuss your wishes or preferences and your search request as well as the current status of the application and interview process and its further coordination. For details on the communication between you and MEDWING, please refer to Clause 4.
- 5.2.4 We will present your applicant profile to our partner institutions only with your consent, provided there are suitable vacancies there. Prior to such a presentation, your applicant profile may be made available in anonymized form, i.e. without any possibility of inference to your person, to a partner institution with suitable vacancies for the purpose of matching in order to be able to check in detail whether your profile actually fits a vacancy.
- 5.2.5 As long as you are using the Temporary Employment Service, MEDWING will contact you and present you with new temporary employment positions that may match your stated preferences, your search request and the employment contract concluded between MEDWING and you.
- 5.2.6 The Platform Agreement shall continue to exist unchanged upon the establishment of an employment relationship between MEDWING and you.

### **5.3 Job Placement (Permanent Employment)**

- 5.3.1 As part of its job placement service, MEDWING offers you a free placement of full- and part-time positions in facilities that have suitable positions available. In doing so, we record your applicant profile in order to present it to suitable facilities and thus help you find a new full-time or part-time position with as little effort as possible.
- 5.3.2 Prerequisites for using our job placement service are:
- a) The general requirements for use as set forth in Section 3.1.
  - b) The posting of a resume and the required documents according to section 5.1.2.
- 5.3.3 Our career advisors will contact you as necessary to complete your applicant profile (if not already done, see Clause 5.1.3), to discuss your wishes or preferences and your search request, as well as the current status of the interview process and its further coordination. For details on the communication between you and MEDWING, please refer to Clause 4.

- 5.3.4 In order to ensure that your applicant profile fits a position at a facility, your applicant profile may be presented anonymously, i.e. without any possibility of inference to your person, at a facility and discussed by us with the facility.
- 5.3.5 In order to introduce you to the respective institution after a successful review of your applicant profile by our career advisors and to arrange an interview and, if necessary, a job shadowing appointment, our career advisors will make your complete applicant profile available to the respective institution in consultation with you. Your applicant profile will only ever be shared with your consent. Our career advisors will therefore contact you prior to any disclosure in order to coordinate it with you.
- 5.3.6 As long as you are using the MEDWING Services and have not informed us that you do not wish to receive any new recommendations at this time, MEDWING will contact you to a reasonable extent and present you with new jobs that fit your search request and your stated preferences.
- 5.3.7 MEDWING makes no representation whatsoever as to the suitability, availability or quality of the suggested jobs. None of the information provided by us on the suggested jobs constitutes a binding commitment.
- 5.3.8 MEDWING does not owe any placement success, in particular with regard to the conclusion of an employment contract. Whether an employment contract is concluded between you and the respective institution to which we present you after an introduction is at the discretion of the respective institution. MEDWING does not guarantee the conclusion of an employment contract.
- 5.3.9 MEDWING does not provide any consulting services with regard to an employment contract to be concluded between you and an Institution.
- 5.3.10 MEDWING does not assume any liability for the effectiveness of the employment contract concluded between you and an Institution to which we have introduced you. We are also not liable for the risk that applications are rejected, not processed or delayed, nor for the accuracy of any documents or information provided to you by the Institution to which we have introduced you.
- 5.3.11 Any information about the institutions to which we have introduced you, or about specific jobs, is not an advisory service to you, but is provided solely to facilitate your independent decision in your choice of job, over which we have no control.

#### **5.4 Career Optimization**

- 5.4.1 As part of its career optimization service, MEDWING offers you tips and advice tailored to you on how to develop your career, such as tips on recommended further training or on steps and measures that can bring you closer to your personal career goals. The tips are not limited to specific stages of your career; rather, we strive to provide you with valuable advice for every stage and situation of your career. Accordingly, we also provide this service irrespective of successful or unsuccessful job placements (Clause 5.3) or applications for employee leasing (Clause 5.2) as well as irrespective of any existing or terminated employment contracts between you and MEDWING.
- 5.4.2 The prerequisites for the use of our career optimization service are the general conditions of use pursuant to Clause 3.1.

- 5.4.3 In order to be able to give you the best tips and advice and thus to provide our career optimization service to you in the best possible way, we will, if necessary, invite you to an exchange of information on current market developments. The information obtained in this way will be used directly in the further preparation of tips and hints for you.
- 5.4.4 You will receive the tips tailored to you via a contact channel pursuant to section 4.1.2 or in your personal user area on the platform.
- 5.4.5 MEDWING does not give any assurance about the suitability, availability or quality of any suggested measures. None of the information provided by us constitutes binding advice.
- 5.4.6 MEDWING does not owe you any success in terms of optimizing your career. MEDWING does not guarantee the success of any proposed measures.
- 5.4.7 Any suggestions and tips for the development of your career are not an advisory service to you but serve exclusively to facilitate your independent decision in the choice of job or further training, over which we have no influence.

### **5.5 MEDWING Friends**

- 5.5.1 You can join the MEDWING Friends program with your Account. Through our MEDWING Friends program, we offer you additional services as well as changing offers from cooperation partners. You can find the individual services and offers on our platform.
- 5.5.2 Separate terms of use apply to the MEDWING Friends program. You can access these via the following link: [https://s3.eu-central-1.amazonaws.com/medwing-marketing/MEDWING+Friends/AGBs\\_MEDWING\\_Friends\\_Intern.pdf](https://s3.eu-central-1.amazonaws.com/medwing-marketing/MEDWING+Friends/AGBs_MEDWING_Friends_Intern.pdf).

### **5.6 End of use of individual services**

- 5.6.1 You can notify us at any time via a contact channel of your choice (in accordance with section 4.1.2) that you no longer wish to use individual services, such as job placement or receiving career optimization tips.
- 5.6.2 The end of the use of individual services according to the above section 5.6.1 does not affect the existence of the platform contract as such.

### **5.7 Opinion research to improve our offer**

- 5.7.1 In order to continuously improve our MEDWING Services, we occasionally conduct surveys; e.g. to obtain direct feedback on our service quality after successful or unsuccessful placement/application, or to generate better job suggestions.
- 5.7.2 You will receive an invitation from us for each of these surveys (for contact channels, see section 4.1.2). Participation in the surveys is voluntary.
- 5.7.3 If you have in the meantime been employed by MEDWING as a temporary employee, it is hereby clarified that these surveys take place within the framework of the employment relationship existing between MEDWING and you. However, participation in the surveys is still voluntary. If you do not participate in the surveys, this will not result in any disadvantages for you.

## **6 Obligations of MEDWING and Accessibility**

- 6.1 By entering into this Platform Agreement, MEDWING grants you a non-exclusive, non-transferable and non-sublicensable right to use the Platform in its current version for the

duration of the term of this Platform Agreement. This right of use is limited to use via your account.

- 6.2 A continuous accessibility of the platform is neither owed nor guaranteed. We reserve the right to restrict access to the platform, in particular for maintenance, security or capacity reasons.
- 6.3 We reserve the right to restrict or supplement the services offered free of charge as part of the MEDWING Services. If the services described in these GTC are to be restricted to a significant extent, we will endeavor to inform you of this in advance.
- 6.4 MEDWING will continuously update, expand or modify the software of the platform, in particular in order to respond to changing user interests, to correct technical errors and to introduce new functions. There shall be no claim to maintenance of the software in the state existing at the time of conclusion of the agreement or at a later point in time. MEDWING reserves the right to offer the software or the MEDWING Services only for certain operating systems or only for certain versions of operating systems.

## **7 Duties of cooperation of the user**

- 7.1 The User is obliged to provide its data truthfully and completely upon registration.
- 7.2 For the proper execution of the platform agreement, it is necessary that the User notifies MEDWING without undue delay of relevant changes to its data, in particular its registration data such as name, address and other contact data. The User may notify MEDWING of such changes by updating the relevant data in its account on the Platform. If this is not possible, the User may notify MEDWING of such changes via a contact channel of its choice (pursuant to clause 4.1.2).
- 7.3 Users are prohibited from
  - 7.3.1 to use the software of the platform and the MEDWING Services for purposes other than their own personal, professional purposes, in particular not for other commercial purposes, without the express permission of MEDWING,
  - 7.3.2 to enter non-user accounts on the platform without the express permission of the respective third party,
  - 7.3.3 to smuggle or attempt to smuggle viruses, Trojans, worms or other malicious code onto the platform,
  - 7.3.4 hack, manipulate or attempt to hack the software of the platform,
  - 7.3.5 to use scripts and other automatable or partially automatable procedures to use the Platform,
  - 7.3.6 circumvent or attempt to circumvent any security features of the Platform or MEDWING.
- 7.4 When using the Platform or the MEDWING Services, you are obliged to comply with the laws and regulations applicable to you.
- 7.5 You are prohibited from renting out or otherwise commercially using, sublicensing or otherwise making your Account available to third parties or also from passing on the access data to third parties, unless this has been expressly permitted by MEDWING.

- 7.6 You are obliged to keep your Account Data and your password secret and to keep them protected from access by unauthorized third parties. You undertake to take the necessary measures to ensure the confidentiality of your Account data and password, for example by using a secure password consisting of numbers, letters and special characters and by changing your password regularly. If you lose your password or if you discover or suspect that your access data is being used by a third party, you must notify us immediately and - if possible - change your password without delay.
- 7.7 In the event of a breach of the duties to cooperate set out in this clause 7, MEDWING shall be entitled to block your Account. The same shall apply in the event of a suspicion of such a breach until such suspicion has been clarified. If this suspicion proves to be unfounded, we shall immediately unblock your Account.

## **8 Remuneration**

- 8.1 The use of the MEDWING Services described in these GTC is free of charge for you. We reserve the right to expand the MEDWING Services to include additional free functions or optional functions that are subject to a charge.
- 8.2 When using the MEDWING Services, connection and transmission fees may be incurred which are charged by the User's respective internet provider or mobile phone provider and are to be borne by the User.

## **9 Term, termination**

- 9.1 The term of this Platform Agreement is indefinite and may be terminated by notice of termination by the User or MEDWING with a notice period of two (2) weeks to the end of a calendar month, unless a different term has been expressly agreed.
- 9.2 The right to terminate for good cause shall remain unaffected. Good cause shall be deemed to exist in particular
- a) if the User violates his obligations to cooperate as set forth in Section 7,
  - b) if the User does not wish to have any direct communication with MEDWING, since in this case MEDWING can no longer provide the MEDWING Services as defined in the Platform Agreement.
- 9.3 You may terminate the Platform Agreement, for example, by contacting us via a contact channel as defined in clause 4.1.2. Depending on the chosen contact channel, we reserve the right to take additional measures for authentication. If a corresponding function is provided by us on the platform, you may also declare your ordinary termination by using this function in the password-protected user area of the platform; however, this does not apply to a termination for cause.
- 9.4 This Platform Agreement and thus your right to use the MEDWING Services shall automatically and immediately terminate, subject to the provisions of any employment contract concluded between you and MEDWING, if you request MEDWING to delete all your data stored within the Platform. In these cases, no express declaration of termination by MEDWING is required.
- 9.5 For the sake of clarification, we would like to point out that in the event of a termination of any employment relationship existing between you and MEDWING, the Platform Agreement shall not end automatically but shall continue to exist unchanged. A successful job placement

also does not lead to a termination of the platform agreement, rather the platform agreement continues to exist unchanged even in the event of a successful job placement.

## **10 Liability and burden of proof**

- 10.1 MEDWING shall be liable to you in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.
- 10.2 In other cases, unless otherwise provided for in Section 10.3, we shall only be liable in the event of a breach of a contractual obligation, the fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which you as a user may regularly rely (so-called cardinal obligation), limited to the compensation of the foreseeable and typical damage. In all other cases, our liability is excluded subject to the provision in section 10.3.
- 10.3 Our liability for damages arising from injury to life, body or health and under the Product Liability Act shall remain unaffected by the above limitations and exclusions of liability.
- 10.4 In the event of data loss, liability for the recovery of your data shall be limited to the amount of the costs necessary to recover the data that would have been lost even if regular and reasonable data backup measures had been taken or that can otherwise be reconstructed from machine-readable data material with reasonable effort even if regular and reasonable data backup measures had not been taken.
- 10.5 These limitations or exclusions of liability shall also apply to the liability of MEDWING's employees, workers, representatives and vicarious agents; in particular, they shall apply in favour of the personal liability of shareholders, employees, representatives, bodies and their members.
- 10.6 A change in the burden of proof to your disadvantage is not associated with the provisions above.

## **11 Changes to these GTC**

- 11.1 These GTC may be amended and adapted to the new circumstances at any time if there is a justified interest on the part of MEDWING. A justified interest exists in particular in the event of a change in the legal situation or supreme court rulings, the market conditions, in order to adapt to new technical developments, to close regulatory gaps or to expand the range of services of the platform.
- 11.2 All Users shall be expressly notified of a change by e-mail six (6) weeks before the change takes effect.
- 11.3 If the User objects to the amendment of the GTC in text form (e.g. letter, fax, e-mail) within six (6) weeks, starting on the day following the notification of the amendment, the contractual relationship shall be continued under the previous conditions. In this case MEDWING shall be entitled to terminate the contractual relationship without notice, with the consequence that your account will be deleted. Until the termination of the Agreement, the original GTC shall continue to apply.
- 11.4 The GTC shall be deemed to be agreed in the amended version if the User does not object or terminate within this period in due form and time, or continues to use the MEDWING Services after the amendment has come into force.

11.5 MEDWING undertakes to specifically inform the User of its right to object and the consequences of further use of the MEDWING Services in the notification of the amendment to the GTC at the beginning of the period.

11.6 With the consent of the User, these GTC may be amended at any time.

## **12 Severability clause**

Should any clause of these GTC be invalid, the remaining clauses shall remain unaffected. The invalid clause shall be deemed to be replaced by a clause that comes closest to the meaning and purpose of the invalid clause in a legally effective manner. The same shall apply to any loopholes.

## **13 Applicable law and language**

13.1 The business relationship between the User and MEDWING shall be governed by German law to the exclusion of the reference norms of international private law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

13.2 If the User has no general place of jurisdiction in Germany or in another EU member state, the exclusive place of jurisdiction for all disputes arising from this Agreement shall be MEDWING's place of business.

13.3 The language available for the conclusion of the Agreement is German. The authoritative language for communication between the User and MEDWING during the business relationship is German.

## **14 Up-to-dateness of these GTC**

These GTC have the following status: October 2020 - Version 3.0.