

GENERAL TERMS AND CONDITIONS (AGB)
Last amended 1 st of December 2011

(1) Scope of Application

These General Terms and Conditions (AGB) apply to all present and future business transactions of Technische Universität München (TUM)/Alumni & Career ("TUM/Alumni & Career") and supersede any terms and conditions in force prior to 1 February 2011.

(2) Formation of Contract

(2a) For the purposes of these General Terms and Conditions (AGB), Customer(s) means any natural person or other legal entity with whom/which Technische Universität München (TUM)/Alumni & Career enters into business transactions.

(2b) Prior to the first booking of services, Customers will need to register by completing the online registration form (www.tum.de/jobboerse). The registration is free of charge and customers warrant that the information provided by them is complete, true and accurate, and shall inform TUM/Alumni & Career of any changes without delay.

(2c) All services quoted by TUM/Alumni & Career are subject to confirmation. If services are not available, Customer will be informed promptly (within 8 weeks).

(2d) By sending a booking form, Customers declare that they are willing to make a binding offer. A binding contract is formed once TUM/Alumni & Career has expressly confirmed the booking/order in writing within four weeks, or when the order is carried out by TUM/Alumni & Career.

(3) Prices, Invoice

(3a) All prices are plus the statutory VAT.

(3b) Conclusion of contract is effected with invoice. An invoice will be issued upon formation of the contract.

(3c) Payment must be made without deduction within 14 days from receipt of the invoice. For payments from foreign countries the payment period is 30 days after receiving the invoice.

(3d) Payments to Technische Universität München must be made by bank transfer to an account designated by TUM/Alumni & Career.

(3e) After payment receipt of the customer there is the service provision from TUM/Alumni & Career.

(4) Termination of Contract

The contract will end upon termination of the term stipulated for each service quoted.

(5) Responsibility for Content, Liability

(5 a) Customers will be responsible for both the content provided by them for the services booked, including, but not limited to its accuracy and legal admissibility, and the content of any websites linked to or from. Customer grants TUM permission to use Customer's logo in connection with the services.

Further, Customers agree to comply with the Equal Treatment Act [Allgemeines Gleichbehandlungsgesetz].

(5b) TUM/Alumni & Career reserves the right to reject orders which are not in compliance with TUM's uniform and objective principles with regard to content, origin or technical form, if they violate any law, statute or regulation, are inappropriate or otherwise objectionable, or if TUM cannot reasonably be expected to publish them for any other reason.

(5c) Further, TUM/Alumni & Career reserves the right to remove any published content, in whole or in part, if such content violates or offends law, statute, public law regulations, third party rights or decency, or if TUM cannot reasonably be expected to publish such content for any other reason. Customer will be notified of such removal without delay and will not be entitled to any refund or compensation.

(5d) Customer shall provide complete, correct and appropriate material for TUM/Alumni & Career to carry out the booking.

(5e) TUM/Alumni & Career shall not be responsible for any delays caused by Customer.

(5f) All bookings are binding and cannot be terminated prematurely. Customer has to pay the full invoice amount even if the service is

discontinued prematurely at Customer's request. This shall be without prejudice to the parties' right to terminate without notice.

(5g) TUM/Alumni & Career reserves the right to terminate the contract at any time without notice if Customer, within the time period requested by TUM/Alumni & Career, fails to meet its obligations arising out of the contract and the description of the services quoted.

(6) Availability of TUM/Alumni & Career Websites

(6a) TUM/Alumni & Career will take all reasonable efforts to provide continuous access to all online and infoscreen services booked. However, even with all due care disruption or temporary unavailability cannot be excluded.

(6b) Unavailability of or changes to the website do not entitle Customer to claim a discount or to withdraw from the contract.

(6c) TUM/Alumni & Career reserves the right to change or discontinue the services at any time. If TUM/Alumni & Career discontinues the performance of the services, Customer will be reimbursed for any services paid but not performed.

(7) Data Protection

(7a) Any Customer data provided to TUM/Alumni & Career will be collected, processed and used in accordance with the applicable data protection laws.

(7b) If Customers are assigned a password by TUM/Alumni & Career when registering, they undertake to protect the password from unauthorized access and inform TUM/Alumni & Career promptly if they lost their password so that TUM/Alumni & Career can disable the password.

(7c) While visiting the TUM/Alumni & Career websites, certain access information (date and time of access, website pages viewed) may be stored on the server. This data is not deemed personal data; it is anonymised, used for statistical purposes only and not disclosed to third parties for commercial or non-commercial purposes.

(7d) Further, certain data called "cookie" may be stored on a user's computer. Cookies are designed to facilitate the use of the website, but users may set their web browsers to refuse cookies. However, disabling cookies may result in a loss of functionality of the website.

(7e) TUM expressly reminds users that data transmission on the internet (such as email communication) cannot be guaranteed as totally secure and cannot completely be protected from third party access.

(8) Legal Disclaimer

(8a) Should any provision of these Terms and Conditions, in whole or in part, not comply, no longer comply, or not entirely comply with the applicable law, this shall not affect the content or validity of the remaining provisions.

(8b) Any collateral agreements or agreements not in compliance with these Terms and Conditions must be in writing.

(8d) All legal transactions between TUM/Alumni & Career and Customer shall be subject exclusively to the law of the Federal Republic of Germany, without regard to conflict of law provisions.

(8e) Place of performance and venue shall be Munich, Germany.

(9) Miscellaneous

(9a) The German language version of these General Terms and Conditions (AGB) shall control and be binding.