

Terms of use of Jobcluster Deutschland GmbH for the use of the applicant tracking system

Version: Oktober 2024

Jobcluster Deutschland GmbH

Fuldaer Straße 13

36124 Eichenzell

Germany

(nachfolgend „jcd“)

provides an applicant tracking system called “Jobcluster-BMS” for use in receiving and managing incoming applications (hereinafter referred to as “BMS”). jcd grants use of the platform in accordance with the following provisions.

1 Scope

1. The following terms of use apply to all users (hereinafter referred to as “users”) of the BMS. Users within the meaning of these terms of use are customers (hereinafter referred to as ‘customers’) who are granted access to the BMS on the basis of a contractual agreement (“main contract”). The BMS offering is directed exclusively at companies within the meaning of § 14 BGB (German Civil Code).
2. These Terms of Use apply in addition to the main contract for the purchase of BMS, which exists between customers and jcd or jcd's distribution partners. In the event of contradictions, these Terms of Use shall be subordinate.

2. User-Accounts

for usage of the BMS, the creation of a company account is required. Accounts may only be opened by an authorized representative or employee of the customer. The data requested must be complete, up-to-date, and truthful, and must be kept up-to-date by the customer. A user account can only be created if the user provides a current email address. This email address is also used for communication between jcd and the user.

3. Usage of the platform

1. The customer receives a simple, non-sublicensable, and non-transferable right of use for the BMS, limited to the term of the main contract.
2. The customer is responsible for ensuring that the login details of all users within the customer's sphere are kept confidential and are not passed on to third parties under any circumstances. If the user has any indications of misuse of their login details, they shall inform jcd immediately.

3. The customer is obliged to ensure that the BMS is not used for purposes other than applicant management and/or for unlawful purposes.
4. Customers have the option of customizing the BMS for their use, for example by adding company logos. The customer must ensure that they are authorized to use all logos, images, or other media used for customization within the scope of the BMS.
5. In the event of violations of the above provisions, jcd is entitled to block the customer's access to the BMS, on condition that the customer is responsible for the violation in question and that the block can be used to remedy a situation that is contrary to the law or the contract.

The customer grants jcd the non-exclusive (simple), spatially unrestricted right, limited in time to the duration of the main contract, to use all media processed by the customer within the BMS, such as logos, images, videos, trademarks, or other property rights, for the duration of this contract within the BMS for the purpose of providing a customized BMS.

5. Obligations of the customer to cooperate

1. The customer undertakes to jcd not to upload any content to the BMS that violates applicable law or morality in terms of its content, form, design, or in any other way. In particular, the user undertakes to observe applicable law (e.g., criminal law, competition law, and youth protection law) when uploading content and not to infringe any third-party rights (e.g., name, trademark, copyright, image, and data protection rights). In cases where incoming applications contain critical content within the meaning of this provision, it is the customer's responsibility to prevent further processing of this content in the BMS and to remove the content from the BMS.
- In particular, it is not permitted to distribute and/or process content via the BMS that
 - Racism
 - Glorification of violence and extremism of any kind
 - Calls for and incitement to criminal acts and violations of the law, threats against life, limb, or property
 - Hate speech against individuals or companies
 - Statements that violate personal rights, defamation, libel, and slander against users and third parties
 - Violations of fair trading law
 - Content that infringes copyright or other intellectual property rights

- Sexual harassment of users and third parties
- Pornography
- Offensive, sexist, obscene, vulgar, abhorrent, or disgusting material and expressions

depict, concern, or contain. This also applies if the respective content does not violate applicable law, the rights of third parties, or public decency.

1. It is also considered a violation of privacy and therefore prohibited to reveal the anonymity of other users or to disclose information from other users contained in private messages, emails, or chats that is not intended for public disclosure. Users may not include in their posts or otherwise disclose any information that could reveal the identity of another user or that the user has received from other users exclusively in private messages, emails, or chats.
2. It is also inadmissible to use the BMS to make decisions based exclusively on automated processing, including profiling, which have direct legal effects on applicants or similarly significantly affect them (cf. Art. 22 GDPR).

6. Downloads

Downloading content from the BMS is at the customer's own risk. The content processed in the BMS (which is naturally mostly submitted by applicants) and the possible technical and legal risks associated with this content are not the responsibility of jcd.

7. Data Protection

1. The provision of the BMS for use by the customer fulfills the requirements for order processing in accordance with Art. 28 ff. GDPR. Jcd provides an order processing agreement for conclusion with the customer.
2. The customer, as the controller responsible for processing personal data within BMS, is responsible for providing the data subjects (the customer's employees, applicants) with all necessary and legally required information about the processing of personal data.
3. Customers can find out about the processing of personal data by jcd here <https://www.jobcluster.de/wp-content/uploads/2026/05/Privacy-Notice-for-Jobcluster-applications.pdf> at any time.

8. Liability

1. Unlimited liability: jcd shall be liable without limitation for intent and gross negligence and in accordance with the Product Liability Act. In cases of slight negligence, jcd shall be liable for damages resulting from injury to life, limb, and health of persons.

2. In all other respects, the following limited liability shall apply: In cases of slight negligence, jcd shall only be liable in the event of a breach of a material contractual obligation, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the customer may regularly rely (cardinal obligation). Liability for slight negligence is limited to the amount of damage foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected. This limitation of liability also applies in favor of jcd's vicarious agents.

9. Final provisions

1. jcd retains the right to modify or supplement these Terms of Use in the future.
2. Other agreements, in particular assurances, amendments, and subsidiary agreements, must require the written form.