

# TERMS OF SERVICE

## SWISSDEVJOBS

This Terms of Service (" ToS") for electronically supplied service by means of website accessible at: <https://swissdevjobs.ch/>.

### 1. Acceptance of Terms

- 1.1. SwissDevJobs – SwissDevJobs AG, Seidengasse 6, 8001 Zürich, CHE-251.140.233 who offers the Services,
- 1.2. Consumer – natural person described by 210 Swiss Civil Code of 10 December 1907
- 1.3. Copyright Act – 231.1 Federal Act of 9 October 1992 on Copyright and Related Rights
- 1.4. Customer- a natural person conducting business activity, legal person or any other legal entity that entered into contract with the SwissDevJobs,
- 1.5. Database – regarding database creation and protection,
- 1.6. Document – electronic file with content,
- 1.7. Functionality – a set of functions and possibilities within the software,
- 1.8. Services- refer to functionalities, their sets, Services and their sets, software and other Services that are parts of Website that have been labelled as such by the SwissDevJobs for the purposes of ToS and/or commercial offer, labelled in accordance with the SwissDevJobs' autonomic labelling system, whenever in the ToS a Service is referred, it shall apply to all the Services covered by SwissDevJobs,
- 1.9. User – a natural person viewing and using the the Website,
- 1.10. Website – internet site regarding SwissDevJobs accessible under the address <https://swissdevjobs.ch/>.
- 1.11. 3rd Party - a natural person conducting business activity, legal person or any other legal entity that has not entered in any commercial agreement with SwissDevJobs
- 1.12. Talent Portal – career management platform allowing IT professionals to create profiles and receive job alerts
- 1.13. Talent User – natural person who creates a Talent Portal account to search for jobs
- 1.14. Job Alert – personalized notification service based on talent preferences
- 1.15. Profile Data – professional information provided by Talent Users

### General Provisions

- 1.16. ToS regulates legal relationship between Customer or User and SwissDevJobs, creates legally binding obligations and hereby, the Customer shall examine its provisions prior to receiving an access to the Services. SwissDevJobs is a professional service intended for the job search process in the IT Industry in Switzerland.
- 1.17. SwissDevJobs offers a possibility for Customers who state that they use the Services only for commercial purposes and not as a Consumer, to place job offers on the

Website in forms of text, banner and interactive ads and to use the Job management Software provided by SwissDevJobs in exchange for a license fee..

- 1.18. SwissDevJobs is not responsible for the job offers content. SwissDevJobs is not responsible for the correctness and updating of the information contained therein.
- 1.19. The Customer and User are solely responsible for ensuring that the Service is appropriate and suitable for its needs. The Customer and User agree that SwissDevJobs does not warrant that any particular result will be achieved, achievable or achieved by any given date as result of the SwissDevJobs. SwissDevJobs does not warrant that the Customer's or User's use of the Services will be uninterrupted or error-free.
- 1.20. The SwissDevJobs shall decide on the choice of materials/information/data, which shall be included in the Service, their arrangement and the direction of their changes and development as well as on the scope of actualization. The SwissDevJobs is entitled to grant a license or sublicense for usage of Services within the scope stated in ToS, in accordance with any of the Services status, including the source of data or database. In ToS both license and sublicense shall be defined as license, without the distinction.
- 1.21. The SwissDevJobs reserves and the Customer and the User accept the unavailability of Website for the time required to (I) make necessary amendments, including actualization of any information within the software, (ii) the maintenance and testing by the SwissDevJobs.
- 1.22. In the abovementioned situation, the SwissDevJobs shall provide the Customer the information about the reasons for the unavailability.
- 1.23. The SwissDevJobs has no control and is not responsible for unavailability of Services and/or its faulty performance caused by the performance of systems not administered by the SwissDevJobs and required to provide and use Services, including any actions of entities providing Internet access or in cases of Force Majeure.
- 1.24. The periods of unavailability have no effect on the payment period.
- 1.25. The SwissDevJobs does not provide Customer or User with Internet access nor covers the costs of such access or any fees required by suppliers of internet access.
- 1.26. Users, Customers and 3rd Parties are not permitted to use any automated tools (including but not limited to: scripts, bots, AI, repeaters, software) in order to access the website content or it's functionalities.
- 1.27. Users are not permitted to use any automated tools in order to apply to a job ad listed on the website.
- 1.28. 3rd parties are not permitted to use, collect or repost the website content, including but not limited to: job ads, articles, texts, design, brand names, algorithms without an explicit agreement with SwissDevJobs

## **2. Access and Security**

- 2.1. The Customer wishing to use the Service must create an account on the Website. The Customer shall create only one account, and in the event of discovery that multiple

accounts have been created without a justifiable reason, all of such accounts shall be terminated and the Customer shall not be refunded. Before Customer begins using the Services, he must accept those ToS.

- 2.2. SwissDevJobs will provide Customer with passwords and other credentials required to enable access to the Services.
- 2.3. Creating an account is free of cost. To use additional functionalities such as unlimited time of the job post, promotion in the job newsletter, and others stipulated on the Website, the Customer is obliged to pay for the Service.
- 2.4. Each Party will maintain commercially reasonable administrative, physical and technical safeguards designed to help protect the security of its internal networks from malicious activity and to provide for the privacy, confidentiality and integrity thereof. Neither Party is liable for breaches of security caused by the other Party's failure to secure its networks or any access information, including login credentials and passwords. Customer will ensure that will not introduce any malicious software into the Service or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action, would cause Service to be destroyed, damaged, or rendered inoperable.
- 2.5. Customer is solely responsible for maintaining the security and confidentiality of User's login information. Login credentials and passwords are assigned on a named user basis and may not be shared by multiple individuals.
- 2.6. Talent Portal Accounts: Users may create free Talent Portal accounts to access job matching and alert services. Users shall create only one account and are responsible for maintaining confidentiality of login credentials.

### **3. Fees**

- 3.1. For a Services Customer will pay SwissDevJobs the fees set forth in in accordance with the information on the Website. The fixed fees relating to the Services offered to the Customer through the service are laid out on the Website under the relevant service description and scope. Applicable taxes will be added to these fees.
- 3.2. The fees fully include remuneration for the SwissDevJobs license to use the Service, including the use of the software and its functionalities.
- 3.3. Customer can change the packages it obtains hereunder. Fees relating to the Service Fee are non-refundable in cases of annulment of the Service by the Customer or switch to a lower-fee Service category. Change of the Service category is implemented at the end of the reference period.
- 3.4. In case the Customer is late with payment of the price, and in case the delay is related to payment of any instalment or part of the price, the SwissDevJobs reserves – in any and all of such situations – the right to refrain from providing the Services for the Customer without the requirement to send a payment request to the SwissDevJobs, this applies to base service and subsidiary Services. The SwissDevJobs reserves the right to deny access to the software until the day all the delayed payment is paid

alongside with statutory interest. The Customer shall be given back the access to the Services – within the terms and rules of ToS – if it pays the delayed payment alongside with the statutory interest for the subscription period, only within the same subscription period.

#### **4. Newsletter**

- 4.1. To obtain the weekly job Newsletter User or Customer uses the form available on the Website.
- 4.2. By subscribing to the Newsletter User or Customer agree to receive a weekly e-mail from SwissDev Job's. The Newsletter aims to keep User or Customer updated about the newest job offers in the IT Industry in Switzerland. The subscription is not mandatory. To subscribe the Newsletter the User or Customer accepts the [Privacy Policy](#).
- 4.3. SwissDevJobs reserves every right to modify or discontinue the Newsletter.
- 4.4. The User or Customer is able to change the subscription settings or to delate it altogether anytime.

#### **5. Talent Portal Services**

- 5.1. Users may create free accounts on Talent Portal to manage their professional profiles and job search preferences.
- 5.2. By creating a Talent Portal account, Users authorize SwissDevJobs to use automated algorithms to match their profiles with relevant job opportunities and send personalized job alert emails.
- 5.3. Job matching uses automated algorithms based on User preferences. No automated decisions are made that significantly affect Users without the possibility for human review. Users maintain full control over their alerts and profiles.
- 5.4. Job alert notifications are sent based on the frequency selected by Users (instant/daily/weekly). Users may disable or modify alerts at any time.
- 5.5. Users are responsible for maintaining accurate and current profile information.
- 5.6. SwissDevJobs reserves the right to terminate Talent Portal accounts or remove job alerts to maintain platform quality, including in cases of account inactivity, outdated alerts, misconduct, or abuse of the platform.

#### **6. License**

- 6.1. Services, including Software, are subject to the SwissDevJobs' intellectual property rights. Software is a creation as defined by the Copyright Act and includes a database as defined by the Database Act. The SwissDevJobs is entitled to enter the Agreement.
- 6.2. Services and other contents are offered Customer „as is", the SwissDevJobs is not liable for or does not provide any guarantee as to accuracy, completeness, or liability thereof.
- 6.3. SwissDevJobs owns all right, title and interest in and to:

- a. the Software (and any and all developments, modifications, and derivative works of the Software),
  - b. any improvements, modifications, suggestions, work product, concepts, inventions, information, drawings, designs, programs, or software (whether developed by SwissDevJobs, Customer, either alone or with others),
  - c. any materials provided by SwissDevJobs to Customer, including but not limited to any software (whether in object code or source code form), proprietary data, or other proprietary information developed or provided by SwissDevJobs or its suppliers, such as text, graphics (including the underlying web-presentation code), logos, button icons, images and any non-public know-how, methodologies, equipment, or processes used by SwissDevJobs to provide the Services to Customer, and
  - d. all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including and registrations for any of the foregoing, (collectively "SwissDevJobs Property").
- 6.4. Those ToS are not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any SwissDevJobs Property are transferred to Customer.
- 6.5. SwissDevJobs hereby grants to Customer a limited, non-exclusive, non-transferable license to use SwissDevJobs Property for that entity's use of the Services and solely for purposes of the use of the Services available on the Website in accordance with the terms of this ToS. Any SwissDevJobs Property related to the Services will be deemed to constitute part of the Service and will be subject to all terms and provisions set forth in this Agreement or otherwise applicable to the Services, including terms and provisions related to use rights and restrictions, ownership and distribution of the Services.
- 6.6. Customer may print, copy and internally distribute program documentation, user manuals, product technical manuals and other information (either provided by SwissDevJobs or made available by SwissDevJobs online) describing the operation and use of Services available (the "Documentation"), for its internal business purposes only, provided, that Customer replicates all copyright and other proprietary rights notices contained in the original copy of the Documentation. Any Documentation and any copies made are the property and Confidential Information of SwissDevJobs.
- 6.7. The Services constitute protected copyrighted material and valuable trade secrets of SwissDevJobs. Accordingly, the Customer will not:
- a. authorize or permit use of the Services or Documentation by other persons,
  - b. sublicense, lease, rent, loan or otherwise transfer to any third party the right to access and use the Services,
  - c. use or access the Services for the purpose of building a competitive product,
  - d. copy, frame, modify or create any derivative works of the Services (or any component, part, feature, function, user interface, or graphic thereof) or

- Documentation, except with the prior written consent of SwissDevJobs or to the extent such restriction is prohibited by applicable law,
- e. decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Services is compiled or interpreted,
  - f. use the Services as part of a time-share, cloud Services or service bureau or on a hosted basis for its own ASP or SAAS offerings,
  - g. perform or disclose any benchmark or performance tests of the Services without SwissDevJobs' prior written consent,
  - h. perform or disclose any security testing of the Services or associated infrastructure without SwissDevJobs' prior written consent including, but not limited to, network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing,
  - i. remove or modify any program markings or any notice of SwissDevJobs' or its licensors' proprietary rights,
  - j. use the Services in violation of applicable laws,
  - k. send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights,
  - l. send or store malicious code in connection with the Services,
  - m. interfere with or disrupt the performance of the Services or the data contained therein,
  - n. attempt to gain access to the Services or its related systems or networks in a manner not set forth in the applicable Documentation.

## **7. Customer Data**

- 7.1. As between Customer and SwissDevJobs, Customer owns all right, title, and interest to the specific data and information about the Customer, its operation, its job description submitted, processed, or stored by Customer using the Service (the "Customer Data").
- 7.2. Customer is solely responsible for the accuracy and quality of the Customer Data. Customer is responsible for updating its own Customer Data.
- 7.3. Customer hereby grants to SwissDevJobs a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, transferable license to use, copy, reproduce, adapt, combine with other data, edit and re-format, generate, store, disclose, distribute, maintain a database of, and make derivative works based upon, any and all Customer Data exchanged under this Agreement to improve the Services.
- 7.4. SwissDevJobs owns all the information, data, documents and any other output results generated by queries, data feeds, and any use of and access to the Services by Customer (collectively "Results") to provide and improve the Services, and owns all de-identified, aggregated forms of Customer Data and/or Results as part of SwissDevJobs' Services offerings to Customer and other customers. SwissDevJobs will have no responsibility for any decisions made on the basis of Results or for

completeness or accuracy of the Results or for their usefulness for Customer's purposes.

- 7.5. SwissDevJobs reserves the right to share customer job posting data in XML-Feeds, JSON APIs or other electronic forms which might be consumed and re-published by their business partners, for example other job boards.

## **8. Talent Profile Data**

- 8.1. Talent Portal Users own all right, title, and interest to their professional profile data, job preferences, and saved jobs ("Talent Profile Data").
- 8.2. By using Talent Portal, Talent Users grant SwissDevJobs a limited license to process Talent Profile Data solely for the purpose of providing job matching and alert services.
- 8.3. SwissDevJobs may use aggregated, de-identified Talent Profile Data to improve platform functionality and job matching algorithms.
- 8.4. Talent Profile Data is NOT shared with employers or third parties without explicit consent from the Talent User.
- 8.5. Upon account deletion, SwissDevJobs will permanently delete all Talent Profile Data within 7 days, except where retention is required by law.
- 8.6. Talent Users may request a copy of their Talent Profile Data at any time by contacting SwissDevJobs using the contact channels provided on the Website

## **9. Term and Termination**

- 9.1. These ToS shall be effective upon start of the viewing the Website for Users and upon start of the Service for Customers and remain so as long as the Customer receives the Service.
- 9.2. Continuity of the Service is at the discretion of SwissDevJobs, who may suspend or terminate them anytime it wishes. Each Party has the right to terminate the Service(s) and/or these ToS any time. In such an event, neither Party may claim anything from the other party except their receivables accruing during the Service.
- 9.3. SwissDevJobs may also remove ads marketed as "unlimited publication" at its discretion, particularly in the event of Customer inactivity or unresponsiveness. For example (but not limited to), if the Customer fails to refresh the job ad in the last 60 days. This is to ensure the platform quality and ad freshness.
- 9.4. Termination shall be effective upon communication by SwissDevJobs of the confirmation of termination through the or e-mail.
- 9.5. In the event that the Customer acts in breach of these ToS, its annexes or its regulatory obligations and fails to remedy such breach within 5 (five) days from receipt of the related notice, SwissDevJobs shall become entitled to terminate the Service partially or completely. At its discretion, SwissDevJobs may partially or completely suspend the Service within said period or until remedy of said breach.
- 9.6. Upon termination of the Customer's account:
  - a. The Customer must immediately settle all due fees and fees incurred up through the effective date of termination.

- b. SwissDevJobs may permanently delete the Customer's Account, including all information and data it contains.
- 9.7. Provisions in these Terms that by their nature are intended to survive termination of these Terms, will so survive, including the following sections: Fees, License, Customer Data, Limitations on Damages, Personal Data Protection, Final Provisions.
- 9.8. In case where the Service has been suspended or terminated as set forth under the ToS, the Customer may not claim any damages, such as indemnity, loss of profit, loss of customers etc. In the event that the Service or the ToS are terminated for a reason attributable to the Customer, no amount paid in advance by the Customer shall be refundable.

## **10. Limitations on Damages.**

- 10.1. In no event will SwissDevJobs, its suppliers, shareholders, officers, employees or agents be liable for any lost profits, indirect, incidental, special, punitive or consequential damages, including damages arising out of this agreement or the use of or reliance upon the Services, even if it has not been advised of the possibility of such damages. Under no circumstances will company's total liability of any kind arising out of or related to this agreement and use of the Services (including but not limited to warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort, or otherwise, exceed the amount paid by the Customer during the one-month period prior to such claim arising. The parties agree that this section shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy.
- 10.2. SwissDevJobs does not offer recruitment services, nor benefits directly from the potential fact that a website visitor finds a new job position

## **11. Force Majeure**

- 11.1. SwissDevJobs will not be liable for or be considered to be in breach of or default under the Terms on account of, any delay or failure to perform as required by the Terms as a result of any cause or condition beyond SwissDevJobs's reasonable control.

## **12. Personal Data Protection**

- 12.1. Data implemented by the User or Customer during the Services, belong to the User or Customer, even after termination, expiry or dissolution of Contract in any way. Among said data there might be some information that is considered personal data on the basis of GDPR. Provisions of the following are applicable to such personal data.
- 12.2. Personal data processed by the SwissDevJobs as personal data administrator. SwissDevJobs' Privacy Policy is available on <https://swissdevjobs.ch/privacy-policy>.

## **13. Final Provisions**



- 13.1. This Agreement shall be governed by and construed in accordance with the Swiss law. The Parties hereby submit to the exclusive jurisdiction of the courts of Zurich.
- 13.2. The SwissDevJobs may at any time change the name SwissDevJobs and/or names of Services and any other names included into ToS to other names, as well as change phone numbers, website address and to send new contact information to the e-mail address provided by the Customer. Said changes are not changes to ToS or the Contract.
- 13.3. The Terms are a binding contract and constitute the entire agreement and understanding of the parties, whether oral or written, relating to the subject matter hereof, are intended as the parties' final expression and complete and exclusive statement of the terms hereof, superseding all prior or contemporaneous agreements, representations, communications, and understandings, whether written or oral, and may be amended or modified only by an instrument in writing or e-mail signed by both parties.
- 13.4. If any provision of the Terms shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of the terms shall not be impaired. The Terms shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns.