

## Terms of use of the Hays website and the My Hays area

### I. Website

#### 1. Preamble

Hays (Schweiz) AG ("**Hays**") provides you with access to Hays.ch ("**Website**") to assist you at every stage of the recruitment process and to offer you other specialised services. Please read these Terms of Use of the Website ("**Terms of Use**") carefully before using the Website. By using the Website, you agree to be bound by these Terms of Use, whether or not you register with us. If you do not accept these Terms of Use, you must not use the Website.

#### 2. Additional conditions for My Hays

The use of certain services and offers requires prior free registration ("**My Hays**") at [www.hays.ch/login](http://www.hays.ch/login). Supplementary provisions apply to the use of the My Hays area, which are described under **II**.

#### 3. Your use of the website

When using the Website, the registered visitor of Hays (collectively and individually referred to as "**User**") is obliged to comply with all applicable statutory and legal regulations. In addition, any inappropriate use of the website is prohibited.

The following behaviour in particular is inappropriate:

- Uploading and distributing chain letters and/or spam mails;
- Uploading and promoting lewd, offensive, pornographic, sexual, racist, political, religious or violence-glorifying content;
- Deliberate interference with the operability or functionality of the website, for example by hacking or by injecting malware such as viruses or harmful data into the website, the services or the operating system;
- Viewing, modifying and unauthorised copying or deletion of content from the website or of content or data uploaded by other users;
- Publishing content that has been uploaded by other users or third parties without their consent;
- Advertising, regardless of whether it is for our own purposes or for the purposes of third parties;
- Any other behaviour that does not serve to fulfil the purposes of the website and which is contrary to these terms of use and/or applicable law.

Users are subject to the following obligations when they upload data, post content or share contributions:

- Statements and posted content and/or data must be accurate;
- No bullying, insulting, intimidating or degrading other people when using the website or a service;
- No deceiving, harassing, annoying, exposing or harassing other people;
- No impersonation of another person's identity or misrepresentation of one's own identity or relationship to other persons;
- No giving the false impression that data, content or contributions originate from another person;

- No infringement of Hays' or any third party's intellectual property rights in connection with the use of the Website or the Services, including the use of any content or materials (to the extent their use is not licensed by these Terms of Use);
- Not to use any offensive, defamatory or otherwise objectionable content or materials when using the Website or the Services or any content or materials that violate Hays' Content Guidelines;
- Not use the Website or the Services in any manner that could damage, disable, overburden, compromise or impair Hays' systems or security, or interfere with any other user;
- Not encouraging, promoting or inciting others to violate the law or to commit or participate in a criminal offence, such as copyright infringement or computer fraud;
- Not making statements which the user knows or believes that parts of the public to whom the statement is or is intended to be addressed are likely to understand it as a direct or indirect incitement or other inducement to commit, prepare or instigate terrorist acts. This also applies if the user has reasonable grounds to believe that his/her statements will be understood in this way;
- No collection or extraction of information or data from the Services or Hays' systems, no attempt to decrypt transmissions to or from the servers on which the Services are hosted; and
- No offering or advertising of services that compete with the services of Hays.

#### 4. Links to or from other websites

The Website and any services offered hereon may contain links to other websites independent of the Website or content from other users or third parties that are not provided by Hays. Hays is not responsible for content shared by other users or third parties via the website. This applies in particular to the accuracy and timeliness of such content and the observance of data protection by other users or third parties.

#### 5. Intellectual property rights

Unless otherwise stated, all intellectual property rights in the Website and related materials (including the name and logo) and the services provided through it worldwide belong to Hays, its affiliates and Hays' licensors. The User is authorised to use the Website and related services. The User is not granted any intellectual property rights in the Website, the Materials or the Services, but only the right to use the Website, the Materials and the Services in accordance with these Terms of Use. The User shall not place any material on the Website that infringes the intellectual property rights of third parties.

#### 6. Changes or temporary unavailability of this website

Hays grants the User free access to the Website and to all services offered there. Hays may revise the Website at any time in order to implement changes to the services, user needs or Hays' business orientation, to improve the functioning of the Website or to improve the security of the Website. Hays will endeavour to inform users of major changes in good time.

Hays is under no obligation to make the Website available on a continuous or uninterrupted basis. The Website may be interrupted from time to time for technical reasons within or outside Hays' sphere of influence. In addition, Hays may suspend, withdraw or restrict the availability of all or parts of the Website for business or operational reasons.

#### 7. Liability and exclusion of liability

The information contained on this website is provided in good faith and Hays makes all reasonable endeavours to ensure its accuracy. However, Hays cannot make any representation or warranty with respect to such information and any such representations and warranties, whether express or implied, are hereby excluded.

Hays shall be liable without limitation for damages resulting from injury to life, limb or health caused by a breach of duty by Hays, a legal representative or a vicarious agent of Hays, as well as for damages caused by the absence of an agreed quality and in the event of fraudulent behaviour on the part of Hays. Hays shall also have unlimited liability for claims arising from the Product Liability Act. Furthermore, Hays shall be liable without limitation for all damage caused by Hays or one of its legal representatives or vicarious agents wilfully or through gross negligence.

Hays shall not be liable for any loss or damage suffered by any user in reliance on or use of this information. Hays shall not be liable to any User who has relied upon or used this information (a) for loss of revenue, loss of salary, loss of anticipated salary, loss of profits, loss of anticipated profits, whether in the ordinary course of business or otherwise, loss of or damage to employment prospects, loss of opportunity, loss of use of money, loss of anticipated savings, loss of business, loss of goodwill, loss of or damage to reputation, for loss of data and data corruption, for loss of time for business management and administrative activities, for legal and other professional advisers' fees and related expenses or (b) for any indirect, consequential or incidental loss or damage howsoever caused including, without limitation, as a result of misrepresentation, negligence, other tortious acts, breach of contract or breach of statutory duty arising directly or indirectly out of the subject matter of this website.

You agree, without reservation, to indemnify and hold us harmless from and against all costs, expenses, claims, losses, liabilities and proceedings arising out of your use or misuse of this website.

8. Place of fulfilment, choice of law and place of jurisdiction

The place of fulfilment is Hays' registered office in Zurich.

This contract shall be governed by substantive Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (**CISG**).

The exclusive place of jurisdiction is the registered office of Hays.

Send your questions about the information on this website to [info@hays.ch](mailto:info@hays.ch).

9. changes to the terms of use

Hays may amend these Terms of Use at any time by posting the amended Terms of Use on this website. If you continue to use this website after a change, you are deemed to have accepted the amended terms of use.

**II. My Hays**

1. Use of My Hays

By registering with My Hays, the user has the option of registering for specific jobs, projects or other services, managing them or administering project/work assignments and associated services.

By uploading application documents in the My Hays area, the user agrees that his/her application documents will be forwarded in an appropriate form (digital, written or verbal) to customers, potential customers or affiliated companies of Hays in accordance with Hays'

privacy policy ( [www.hays.ch/datenschutz](http://www.hays.ch/datenschutz) ) in order to find suitable jobs or projects for the user.

2. Your obligations when using My Hays

By completing the registration fields and sending the registration data to Hays, the User declares that he/she is at least 18 years old. If the user is acting on behalf of a company, by completing the registration fields and sending his/her data to Hays, he/she declares that he/she has been duly authorised to act on behalf of and on the authority of the company in question.

The user is obliged to keep his access data secret at all times. They must change their password regularly and ensure that an up-to-date e-mail address is stored at all times. Each user may only set up one profile on the website. The use of the profile by third parties is prohibited.

If a User has indications that third parties may have access to his/her access data, he/she must inform Hays of this immediately. He is obliged to support Hays in the investigation of possible misuse of his profile by third parties. To this end, the user must provide Hays with all data that can help identify the persons who have misused the user's profile.

The user is obliged to use only truthful and complete data and content. They may only use their real name. The user is obliged to update his/her data regularly. Hays is authorised to request the user to update his data at intervals of six months or more frequently.

In the event of a breach of any of the above provisions, Hays shall be entitled to delete the data published by the User that constitutes such a breach, to temporarily or permanently block the User's access to the Website or to terminate the contract with the User. If there are credible grounds for suspecting such violations, Hays shall be entitled to block the User's access to the account until the investigation of the underlying facts has been completed and to suspend the services on its website during this period.

A user is liable for all damages caused by the misuse of his/her My Hays account by third parties due to the user's fault.

3. Cancellation

The agreement with the user regarding the user account and the services provided within the scope thereof is concluded for an indefinite period. Either party may terminate this agreement with immediate effect and without giving reasons. Hays provides an online cancellation option.

Cancellation terminates the right of use by the user.