

CATCH GmbH

Terms of service for companies

Date: October 13th 2024



General terms and conditions for companies

A notice:

For reasons of readability and accessibility, we sometimes use the generic masculine in our following terms of use. The chosen form applies regardless of gender (male, female, diverse).

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1. Scope / General

- 1.1. The following General Terms and Conditions ("Terms and Conditions") regulate the business relationship between Catch GmbH, Im Zollhafen 18, 50678 Cologne, represented by the managing directors Justin Bous and Marco Verhoeven (hereinafter referred to as "CATCH"), as the provider of the service under the URL <https://www.catch-talents.de> offered platform (hereinafter "platform") and that at the URL <https://company.catch-talents.de> the applicant management system (hereinafter referred to as "tool") and the contractual partner (hereinafter referred to as "CUSTOMER"). Platform and tool are collectively referred to below as "software" or "service".
- 1.2. These General Terms and Conditions apply exclusively to CUSTOMERS who are entrepreneurs. "Entrepreneurs" within the meaning of these General Terms and Conditions are natural or legal persons or partnerships with legal capacity who, when concluding the usage or license agreement, act in the exercise of their commercial or independent professional activity.
- 1.3. The current version of these General Terms and Conditions is available at any time Link (<https://www.catch-talents.de/tos-companies>) printable and savable.
- 1.4. Depending on the customer's choice, the contract languages are German and English.
- 1.5. General terms and conditions of the CUSTOMER or third parties do not apply unless CATCH expressly agrees to them at least in text form. The validity is hereby expressly rejected.
- 1.6. Unless otherwise agreed, the General Terms and Conditions, in the version communicated, also apply as a framework agreement for similar future contracts (e.g. subscription extensions), without CATCH having to refer to them separately.

2. Subject of the contract

- 2.1. CATCH enables registered CUSTOMERS and authorized CUSTOMER users (employees) to use the services provided in the area of recruiting and applicant management via a remote data connection via the Internet within the framework of paid license agreements. A description of the individual services can be found under the "Functions" tab <https://www.catch-talents.de> refer to.
- 2.2. By providing the software, the CUSTOMER receives the technical ability and authorization to access CATCH's services via the Internet and to use all functionalities within the scope of the license package booked. CATCH is only a provider of the software and a technical service provider. Furthermore, CATCH is not involved in the recruiting process itself, nor in application procedures or employment contracts. Third-party content (e.g. applicants) published via CATCH is neither verified nor checked.
- 2.3. The services provided by CATCH are used via a common web browser.
- 2.4. CATCH uses AI technologies as part of the services it offers. Further information

on the AI technologies used is available <https://www.catch-talents.de/ai-infos> to find. This AI includes proprietary or licensed components, statistical models and databases, and third-party services that are integrated into the Software and used exclusively within the scope of the functions offered. The CUSTOMER recognizes that the complexity of these AI systems can preclude a complete explanation of their operations and results and that every AI output requires human review and final decision. AI is used in connection with the following functions and services:

- Analysis of the data contained in the documents and attachments, as well as the data generated by users' interactions with the Services;
- Individual strengths analysis (ISA method) to create an applicant profile and for the purpose of comparing requirements;
- Personalized and automated direct communication in any form, such as: B. via software, email, SMS and any other source or channel used by the user to exchange data and interact within CATCH's services;
- Analysis of usage behavior based on anonymized data for the purpose of improving the services
- Recommendation, evaluation and pre-sorting of job offers and applications
- Applicant search via active sourcing;
- Creation of advertising texts and audiovisual text content;
- Translation and text editing or optimization;
- Abuse monitoring / IT security.

Catch uses AI as a tool to expand and improve its internal operations and the functionality of the software and never replaces essential human oversight in decision-making processes. All critical decisions impacting applications, businesses or users are always subject to final human judgment or a "man-in-the-loop" process to ensure a balanced and considerate approach to automated decision making. Through these practices, CATCH strives to maintain a responsible and ethical stance towards the use of artificial intelligence in its services, prioritizing the welfare and fair treatment of all stakeholders involved. Details on the processing of personal data in connection with AI technologies can be found in our data protection notice <https://www.catch-talents.de/datenschutz> refer to.

3. Conclusion of contract/registration

- 3.1. The presentation of the individual license packages on the website and within the login area does not represent a legally binding offer, but rather an invitation to order (offer) by the CUSTOMER.
- 3.2. The use of the services offered by CATCH requires registration by opening a free user account. The CUSTOMER registers using the registration form provided on the platform. To do this, the CUSTOMER fills out the relevant mandatory fields (name, address, legal form, email address), assigns their own password, accepts these General Terms and Conditions via opt-in and clicks the button "Register now". Before sending the registration form, the CUSTOMER can check the data he previously entered again and, if necessary, correct it by entering other data or

deleting the data entered in the respective input field. After sending the registration form, the CUSTOMER receives an automatic email from Catch with a confirmation link (so-called double opt-in). In addition to the registration confirmation, the CUSTOMER may also receive further information in text form. If the CUSTOMER clicks on the confirmation link, the registration is successfully completed and the user account is opened.

- 3.3.** Each CUSTOMER may only register once. A user account must be created per CUSTOMER. User accounts are not transferable.
- 3.4.** There is no entitlement to registration. CATCH reserves the right to refuse registration without giving reasons.
- 3.5.** If desired, CATCH will provide the CUSTOMER with a free trial version of the software for a limited period of time, which may be used once, after registration. During this test phase, the CUSTOMER can use CATCH's services for testing purposes. There is no entitlement to a free trial version. The trial version can be changed to a full version at any time by concluding a paid license agreement.
- 3.6.** In order to be able to use the selected or all services from CATCH, the CUSTOMER is obliged to conclude a paid license agreement in the login area or to accept a valid offer from CATCH. To do this, the CUSTOMER either independently selects the desired license package (subscription), enters the required payment details and presses the "Book now" button. or he accepts an existing offer with a (digital) signature. By clicking the "Book now" button or submitting the (digital) signature, the CUSTOMER makes a binding offer to conclude a paid license agreement. The CUSTOMER is bound to this contract offer for a period of 14 days. If CATCH accepts the offer in text form (e-mail) within this binding period, the paid license agreement for the selected subscription is concluded.
- 3.7.** The contract will not be saved. However, CATCH sends the CUSTOMER the order details by email.

4. Availability of Services

- 4.1.** CATCH guarantees an availability of 99% per calendar year less agreed maintenance windows and less downtimes for which the provider is not responsible.
- 4.2.** CATCH is entitled to carry out care and maintenance work and to discontinue or limit the provision of services for this reason (so-called downtime). However, the downtime may not exceed 3 hours per month. It also takes place outside normal business hours between 7 p.m. and 6 a.m. If this is not possible, CATCH will inform the CUSTOMER at least three days before the planned downtime.
- 4.3.** Regardless of the availability rate, CATCH's liability remains in accordance with Section 10.3. and 10.4. these terms and conditions are unaffected.

5. Rights and obligations of the provider

- 5.1. CATCH provides the CUSTOMER with an IT infrastructure for a fee, the specific content and scope of which can be found in the functional description and the price list <https://www.catch-talents.de/preise> results.
- 5.2. CATCH will provide, host, maintain and maintain the necessary technical server landscapes to provide the services. CATCH is entitled, in compliance with the data protection agreements concluded between the contracting parties, to use third parties (e.g. sub-service providers) to carry out the services. The contractual partner expressly agrees to this.
- 5.3. CATCH backs up the server's data daily with an up-to-date data backup medium. There is no contractual obligation to archive the data backup media. The CUSTOMER has no right to the release of the data backup medium.
- 5.4. CATCH is entitled to change and optimize its services to an extent that does not significantly impair or jeopardize the contractual purpose of the contractual relationship. With regard to services offered free of charge, CATCH is entitled to discontinue them at any time without notice.
- 5.5. CATCH is entitled to use the CUSTOMER's content for the purpose of optimizing and improving the services offered using AI technologies. CATCH will ensure that applicable data protection law is complied with. Improving the functionalities includes monitoring and evaluating the services offered, compiling cumulative statistical data for commercial purposes and improving the machine learning components of the software. CATCH also collects and processes feedback and behavioral data from the CUSTOMER while using the Services in order to improve the software and internal processes. In this respect, CATCH undertakes to take all necessary technical and procedural measures to ensure the conformity of the software with the existing regulations in the field of artificial intelligence.
- 5.6. During the existing contractual relationship, CATCH is entitled to contact the customer for quality assurance reasons and to use stored contact details for this purpose.

6. Rights and obligations of the CUSTOMER

- 6.1. CATCH expressly points out that the services provided use AI technologies that may pose risks (e.g. discrimination) for those affected. In this respect, it is solely the CUSTOMER's responsibility to check on a risk-based and case-by-case basis whether the services can be used in accordance with the fundamental rights of natural persons. In this respect, the CUSTOMER guarantees that CATCH's services are used fairly, non-discriminately (particularly in compliance with the AGG) and in accordance with the law, and that necessary technical and organizational measures are taken on a risk-based basis in order to minimize risks and protect the basic rights of users (e.g. through Awareness of employees, employee guidelines, etc.). He will sensitize and train his employees with regard to existing risks in the processing of personal data and the use of AI technologies and will properly fulfill his information and transparency obligations towards employees and applicants.

- 6.2. The CUSTOMER assures that the information provided by him is correct and complete. He will immediately inform CATCH of any changes to the data necessary to carry out the contractual relationship. He will also only use the IT infrastructure to the extent agreed in the contract and will fulfill all obligations necessary for the performance of the contractual relationship in a timely, complete and professional manner.
- 6.3. The CUSTOMER will protect the usage and access authorizations assigned to him or the authorized users as well as identification and authentication safeguards from access by third parties and will not pass them on to unauthorized users. As soon as the CUSTOMER becomes aware that the access authorization was obtained unlawfully by a third party, he is obliged to inform CATCH immediately.
- 6.4. The CUSTOMER will refrain from accessing information or data without authorization himself or through unauthorized third parties or from intervening or allowing intervention in programs operated by CATCH or from unauthorized access to CATCH's data networks.
- 6.5. The CUSTOMER must ensure that the necessary hardware and software for Internet use as well as the required Internet access are available. In particular, he must ensure that common Internet browsers are used and kept up to date. The provision of these requirements as well as the telecommunications services of the transmission services from the server to the devices used by the CUSTOMER are not the subject of this contract, but are the responsibility of the CUSTOMER.
- 6.6. The CUSTOMER will create daily backup copies of all data entered into the platform or tool in order to ensure cost-effective restoration in the event of loss.
- 6.7. When using the services offered by CATCH, the CUSTOMER will comply with all applicable laws and other legal regulations that apply in the Federal Republic of Germany. The CUSTOMER is responsible for ensuring that the software is not misused.
- 6.8. To the extent that content is transmitted or made available, the CUSTOMER guarantees that it is free of third-party rights, in particular copyrights, name and trademark rights, which may prevent use/processing (in particular processing using AI technologies) in accordance with the scope agreed here restrict or exclude. The transmission of discriminatory, rights-violating, right-wing radical, pornographic, racist, immoral content is prohibited, as is the transmission of content that offends the sense of decency of all fair and just thinkers.
- 6.9. If the CUSTOMER integrates CATCH services into third-party software (e.g. HR software used by the CUSTOMER), the CUSTOMER guarantees that he is authorized to do so under license law and that neither the connection nor the data processing associated with the connection by CATCH infringes the rights of third parties violates.
- 6.10. If the CUSTOMER culpably violates the obligations arising from this Section 6 (in particular Sections 6.1, 6.7., 6.8. and 6.9.) and third parties (e.g. applicants or providers of third-party software) or employees of the CUSTOMER assert claims against CATCH in this respect the CUSTOMER releases CATCH from all costs and

compensation amounts upon first request, unless the CUSTOMER is not responsible for the infringement or the claims have already expired. In the event of a legal dispute, the CUSTOMER will bear all related costs (in particular the actual costs of legal defense). The parties will inform each other in the event of a claim.

- 6.11. With regard to the AI systems used, the customer acknowledges that AI may only be used in a supporting manner, but not in a decisive manner. The CUSTOMER therefore undertakes to make the final human decision within the scope of all services.

7. Intellectual property

Unless expressly stated otherwise, all trademarks, inventions, patents, copyrights (particularly in software), etc. as well as all other intellectual property and all other intellectual property rights, unless expressly transferred in writing, remain the property of the person who created it or is its owner.

8. Granting of rights / contractual penalty

- 8.1. The CUSTOMER and his authorized users (employees) receive the non-exclusive right, limited to the duration of the test phase or the respective subscription, to access the services offered by CATCH via telecommunications and via a browser associated with the tool and the platform To use functionalities within the scope of the purchased subscription in accordance with these General Terms and Conditions. If the software is integrated into the CUSTOMER's web applications, the right of use is limited to the necessary usage actions. The customer does not receive any rights beyond this, in particular to software applications, source codes or operating software. The CUSTOMER may only use the services in-house as part of its own business activities by its own staff.
- 8.2. As part of paid subscriptions, the right of use is subject to full remuneration.
- 8.3. The customer is not entitled to use the software beyond the use permitted under these General Terms and Conditions. In particular, the customer is not permitted to edit, reproduce, sell, make publicly accessible or provide, rent or lend the software or parts thereof for a limited period of time. The mandatory regulations of Sections 69d and 69e UrhG remain unaffected.
- 8.4. In the event of a culpable and unauthorized transfer of use or use, the CUSTOMER must pay CATCH an immediately due contractual penalty amounting to three times the monthly transfer price for the duration of the unauthorized transfer. CATCH reserves the right to assert claims for damages. In this case, the contractual penalty will be offset against the claim for damages.
- 8.5. The CUSTOMER grants CATCH all content, materials, trademarks, logos, etc., which are made available as part of the use of CATCH services, which are necessary for the contractual provision of the necessary, simple usage rights. The

right of use also includes the right to train AI technologies used by CATCH. CATCH is also entitled to publish the content on its own website and external publications and to use it for advertising purposes.

- 8.6. The CUSTOMER grants CATCH an irrevocable, non-exclusive, royalty-free, worldwide license to use the CUSTOMER's name and logo for promotional and marketing purposes, including but not limited to display on CATCH's website. This license shall remain in effect during the term of the agreement and indefinitely thereafter, unless otherwise agreed in writing.
- 8.7. The granting of the rights of use ends when the CUSTOMER deletes his content or his account; unless the content was shared with other users/companies and they did not delete the content.

9. Prices / payment conditions

- 9.1. The following apply <https://www.catch-talents.de/preise> mentioned prices.
- 9.2. Unless otherwise agreed, prices are net in EURO plus statutory sales tax.
- 9.3. Fees are due and payable in advance every calendar month unless otherwise agreed with the CUSTOMER. Payments are made via SEPA direct debit or via the payment service provider Chargebee by invoice or credit card or SEPA direct payment or Paypal. When using the SEPA direct debit, the CUSTOMER gives CATCH a mandate for the SEPA core direct debit for all fees incurred. This also applies to new bank details provided by the CUSTOMER. The direct debit will be collected on the next business day, at the earliest 24 hours after CATCH has confirmed the order by email. The deadline for advance notifications (so-called pre-notification) will be shortened accordingly. When paying via Chargebee or PayPal, the relevant terms and conditions of Chargebee and PayPal apply. The CUSTOMER is responsible for ensuring that the account is covered. The costs incurred due to the non-payment or reversal of the direct debit are borne by the CUSTOMER as long as the non-repayment or reversal was not caused by CATCH.
- 9.4. Invoices are created electronically and made digitally accessible. The CUSTOMER hereby declares his agreement. The CUSTOMER will be informed by email about each new invoice and the date of the SEPA direct debit (SEPA prenotification).
- 9.5. If the CUSTOMER is in default of payment of at least 2 months' remuneration, CATCH is entitled, after an unsuccessful reminder, to temporarily block access to the services after threatening by email until full payment has been made. CATCH will inform the CUSTOMER of the announced date for the temporary blocking as part of the threat. The temporary blocking of services does not affect the CUSTOMER's payment obligation.

10. Warranty / Liability

- 10.1. CATCH's warranty does not extend to damages and/or disruptions caused by the CUSTOMER's culpable violation of the provisions of this contract. Upon request, the CUSTOMER will support CATCH to the best of its ability in identifying and eliminating errors.
- 10.2. If a defect occurs in the services provided by CATCH, CATCH will either remedy this within a reasonable period of time at its discretion or provide the disputed service again free of defects (overall subsequent performance).
- 10.3. CATCH is liable for damages or reimbursement of wasted expenses without limitation in the event of intent or gross negligence, for injury to life, limb or health, in accordance with the provisions of the Product Liability Act and to the extent of a guarantee provided by CATCH, as well as in the event of fraud. The same applies in the event of a debtor's default by CATCH for claims for default interest, for the flat rate for late payment in accordance with Section 288 Paragraph 5 of the German Civil Code (BGB) and for compensation for damage caused by the default, which is based on legal costs. This regulation does not involve a change in the burden of proof to the detriment of the CUSTOMER.
- 10.4. In the event of a slightly negligent breach of an obligation that is essential to achieving the purpose of the contract (cardinal obligation), CATCH's liability is limited to the foreseeable typical damage. The same applies in the event of a debtor default by CATCH or an impossibility of providing the service for which CATCH is responsible.
- 10.5. CATCH is not liable for the functionality of the telecommunications connection to servers used by CATCH, nor for failures of servers that are not under CATCH's control. Furthermore, CATCH is not liable for damages that occur due to force majeure or comparable events. Comparable events include, in particular, strikes, official orders, pandemics, epidemics, disruptions in the area of other telecommunications or service providers.'
- 10.6. Liability for data loss is limited to the typical restoration effort that would have occurred if backup copies had been made regularly and appropriately, unless one of the requirements according to Section 10.3 applies. and 10.4. before.
- 10.7. Liability under Section 536 a Paragraph 2 of the German Civil Code (tenant's right to self-removal) is excluded. CATCH's liability for damages (§ 536 a BGB) for defects existing at the time the contract was concluded is also excluded, provided that the standard provides for liability regardless of fault. Section 10.3. and 10.4. stay untouched.
- 10.8. There is no further liability at the expense of CATCH. The objection of contributory negligence remains unaffected.
- 10.9. The above limitation of liability also applies to the personal liability of employees, representatives, bodies and vicarious agents of CATCH.
- 10.10. Claims for damages expire twelve months from the start of the statutory limitation period, unless there is intent or gross negligence or liability for injury to

life, body or health.

11. Data protection/confidentiality

- 11.1. Information on data collection by CATCH can be found in the data protection notice at <https://www.catch-talents.de/datenschutz> be removed. CATCH has a data protection officer.
- 11.2. If the CUSTOMER collects, processes or uses personal data himself or through CATCH, he guarantees that he is entitled to do so in accordance with the applicable regulations. He also ensures that decisions with legal effects are generally only made by natural persons (Art. 22 Para. 1 GDPR). In the event of a violation in this regard, the CUSTOMER releases CATCH from all third-party claims (including the necessary legal costs) upon first request, unless the CUSTOMER is not responsible for the violation or the violation has already expired.
- 11.3. The parties undertake to maintain confidentiality regarding confidential information of the other party. This obligation continues beyond the end of this contract. Excluded from this obligation are confidential information that:
 - (a) it is demonstrably already known to the recipient when the contract is concluded or subsequently becomes known from a third party;
 - (b) which is publicly known at the time of entering into the Agreement or subsequently becomes publicly known;
 - (c) which must be disclosed by law or by order of a court or authority. To the extent possible and permissible, the recipient obliged to disclose will inform the other party in advance and give it the opportunity to take action against the disclosure;
 - (d) may be used for the purposes of machine learning and AI training.

12. Contract duration / termination / deletion of the user account

- 12.1. Contracts begin with acceptance of the CUSTOMER offer by CATCH.
- 12.2. Free usage contracts relating to user accounts are concluded for an indefinite period of time. They can be terminated at any time by either party with two weeks' notice to the end of each calendar month, but at the earliest at the end of the license agreement (subscription) concluded between the parties. The deletion of the account by the CUSTOMER in the login area constitutes termination of the user account.
- 12.3. The term of the paid subscription (license agreement) depends on the respective service package.
- 12.4. The closed subscription will be extended by twelve (12) calendar months if it is not canceled by one of the two parties with three (3) months' notice at the end of

the respective term.

- 12.5. The right to extraordinary termination for good cause remains unaffected for both parties.
- 12.6. The right to termination in accordance with Section 543 Paragraph 2 No. 1 BGB due to non-granting of the contractual use is only permitted if CATCH has been given sufficient opportunity to remedy the defect and this has failed.
- 12.7. Unless CATCH is legally obliged to retain/save the data or the parties have agreed otherwise, CATCH will delete the content entered by the CUSTOMER in the tool three months after termination of the contractual relationship. During the period of three months between the end of the contract and deletion, the CUSTOMER can have the account reactivated via support in order to export existing documents even after the contract has ended.

13. Subject to change

- 13.1. CATCH reserves the right to unilaterally change these Terms and Conditions if this appears objectively justified. Changes are objectively justified, for example, if there is a change in the legal or legal situation (e.g. if case law declares a clause to be invalid) or if unforeseeable changes that CATCH did not initiate and over which CATCH has no influence affect the equivalence relationship that existed when the contract was concluded is disturbed to a not insignificant extent. The prerequisite for a change is always that it is reasonable for the CUSTOMER. The current version of the General Terms and Conditions can be viewed and saved at <https://www.catch-talents.de/tos-companies>.
- 13.2. Registered CUSTOMERS will be informed of changes to the terms and conditions. They are deemed to have been approved if the CUSTOMER has not objected to the validity of the changed General Terms and Conditions to CATCH in writing or by email within six weeks and CATCH has pointed out the legal consequences of a failure to object.

14. Final provisions

- 14.1. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. Mandatory provisions of the country in which the CUSTOMER has his habitual residence remain unaffected.
- 14.2. The registered office of CATCH is the place of jurisdiction unless there is an exclusive place of jurisdiction. In the cases of sentence 1, the place of jurisdiction in Cologne is deemed to be agreed as a special place of jurisdiction, which therefore leaves other statutory places of jurisdiction unaffected.
- 14.3. The place of fulfillment for all claims against CATCH is the registered office of CATCH.

- 14.4. Changes and additions to this contract as well as its termination must be made in writing. This also applies to a cancellation or waiver of the written form requirement. All other declarations within the scope of the implementation of this contract, in particular declarations of consent and approval, may be sent by email (to the email addresses provided by the parties for these purposes). However, verbal agreements and telephone transmission are not sufficient.
- 14.5. If a provision of these General Terms and Conditions or the Contracts or a provision incorporated herein in the future is wholly or partially not legally effective or unenforceable or later loses its legal validity or enforceability, this shall not affect the validity of the remaining provisions of these General Terms and Conditions and the Contracts. The same applies if it turns out that the general terms and conditions or one of the contracts contain a loophole. The parties are aware of the case law of the Federal Court of Justice, according to which a severability clause merely reverses the burden of proof. However, it is the express intention of the parties to maintain the effectiveness of the remaining contractual provisions under all circumstances and thus to waive Section 139 of the German Civil Code (BGB) in its entirety.

Date: October 13th 2024