

General Terms & Conditions of Business of **azine.me**

Version of November 2, 2015, Version 2.0

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1. General provisions

AZINE designates the contractual services (<http://azine.me>) and/or Azine IT Services AG.

AZINE operates the services of AZINE under various top-level domains (azine.me, azine-it.ch, etc.), as well as various sub-domains and aliases of said domains. All websites on which Azine IT Services AG provides the services of AZINE are hereinafter jointly referred to as the "AZINE websites".

By registering as a user with AZINE, you accept the following general terms and conditions of business for the use of AZINE (hereinafter referred to as "T&Cs").

By concluding the registration process, the user submits an offer to conclude the agreement on the use of the services of the AZINE websites. AZINE accepts such offer by activating the user's account for the services of the AZINE websites. Through this acceptance, the agreement between the user and AZINE materialises.

These T&Cs govern the contractual relationship between the user and AZINE, regardless of on which of the AZINE websites the user registers or logs in.

The user is concluding the agreement on the use of the services of AZINE with Azine IT Services AG, St. Jakobstrasse 60, 6330 Cham, Switzerland. You will find the commercial register details, as well as the name of an officer at Azine IT Services AG authorised to represent the company, at the Commercial Register Office of the Canton of Zug: <http://www.hrazg.ch>

2. Subject matter

The AZINE websites offer registered users a closed contact forum, free of charge, for exchanging information on filling openings available in IT projects, which may be awarded to freelance workforce or service providers.

Registered users may place advertisements concerning such jobs from their personal/professional environment on the AZINE websites.

Placing these advertisements is free of charge, and limited to a certain period of time to be determined by the user placing the advertisement. Following expiry of the job advertisement, or at the insider's request, the advertisement will be blocked, and thus no longer be visible to other users.

Participation in the exchange of information on AZINE shall oblige all AZINE users to adhere to the general contractual terms and conditions for placement services among AZINE users (see Section 3).

3. General Terms & Conditions for job offers and placement services

3.1. Term definition

JOB: An opening at the premises of the end customer which may be filled by freelance workforce.

END CUSTOMER: The company at the premises of which the opening in the IT project is to be filled.

FREELANCER: An AZINE user looking for a freelance position with a customer for himself or herself on AZINE.

INSIDER: An AZINE user who publishes the information on a freelance position from his or her personal/professional environment on the AZINE websites and is looking for a freelancer to fill such opening.

PROCESSING CENTRE: A company which may assume a central position, as a contractual partner, between the end customer and the freelancer and takes on the task of invoicing the end customer.

PLACEMENT AGENCY: A company that commercially awards positions to freelancers on behalf of end customers once the former have undergone a selection procedure.

3.2. Contractual rules/Code of Conduct for AZINE users

AZINE users undertake to adhere to the following contractual rules and Code of Conduct:

- **Placement commission of 3%, or at least 3 day rates**

Should a insider assist a freelancer to conclude an agreement with an end customer (possibly with a processing centre as an intermediary), the insider shall receive from the freelancer a commission of 3% of the sales revenue achieved during the first 12 months during which the freelancer works on the end customer's project, however a minimum of 3 day rates.

The commission may be paid in advance in its entirety or in quarterly instalments upon invoicing. The modalities of paying out the commission are agreed in advance between the insider and the freelancer. Should nothing be agreed, the 3 day rates are due to be paid after 3 months, and any residual amount of commission (up to the 3% limit) at the end of the 12th month.

The commission shall apply to any services provided by the insider (posting the job advertisement, selecting from among the candidates, introducing the freelancer chosen to the end customer, etc.) until the contract is concluded between the freelancer and the end customer or between the freelancer and the Processing Centre and the Processing Centre and end customer.

Should the freelancer's position with the end customer be cancelled prior to expiry of the 3rd month, and not replaced by a new freelance position with the end customer, the minimum amount of 3 day rates shall not apply. In such a case, the 3% limit shall be authoritative for calculating the amount of the commission.

- **No job offers from placement agencies**

The insider is personally not a placement agency, and also does not act on behalf of one.

- **Personal contacts**

The insider is personally acquainted with the future/potential supervisor of the freelancer and/or the decision-maker responsible for concluding the contract with the end customer, and shall personally introduce the freelancer chosen by him or her to such person/persons.

- **Free choice of processing centre**

The insider shall not prescribe to the freelancer whether the freelancer should handle the job via a processing centre, and, if so, which one.

- **Handling charge of a maximum of 7%, or the commission lapses**

Should the freelancer be prescribed a processing centre by the end customer (or the insider's company), and should the processing centre's handling charge amount to over 7% of the amount invoiced to the end customer, the insider's claim to commission shall lapse.

The handling charge shall be the total costs which the processing centre asserts for invoicing the end customer and collection from the end customer, the payout of the remuneration to the freelancer and any work incurred in this connection (incl. any contractual negotiations with the freelancer and the end customer, and also any non-optional additional services).

- **Additional services may be charged extra if optional**

Any additional services (e.g. IT services, obtaining insurance offers or the settlement of social security contributions) which the insider or processing centre offers the freelancer are either to be deemed included in the above-mentioned handling charge or do not necessarily have to be claimed by the freelancer. Should they not be optional for the freelancer, the costs shall be deemed to be part of the handling charge.

4. Obligations on the part of the AZINE user

The AZINE user undertakes:

1. to register on the AZINE websites prior to making use of AZINE's services. Every user may only register once, and may only have one AZINE user account;
2. keep his or her password for access to the AZINE websites secret, and not pass it on to any third parties or otherwise grant third parties any access to his or her user account;
3. when registering, specify his or her e-mail address and any further personal details;
4. adhere to the Code of Conduct laid down in Section 3.2;
5. only give true details in his or her profile, that are not misleading (name, photo, LinkedIn and Xing profile URL, etc.).

The Christian name and surname may be omitted, or else, they have to be the real Christian name and surname, if entered. LinkedIn and Xing profile URLs may be omitted, or else, they have to be the real profile at LinkedIn.com or Xing.com, if entered. Avatars are permitted as a profile photo, however not photos of other people, and also not company logos;

6. not use any misleading details in his or her communication with other users.

As communication between users may be anonymous, the AZINE user name may be used in communications in place of the real Christian name or surname, or it is even possible not to use a name at all;

7. when using the content and services on the AZINE websites, the applicable laws, as well as any rights of third parties, are to be adhered to;

8. to cease and desist from engaging in any of the following nuisance-like activities, even if the latter should not specifically infringe any laws:
 - Sending chain letters;
 - Conducting, promoting and supporting any measures involving a hierarchically designed, multi-tier sales organisation (such as multi-level marketing or multi-level network marketing); or
 - engaging in salacious or sexually orientated communication (whether explicit or tacit in nature);
9. promoting any offers of third parties.
10. Any information from job advertisements may not be passed on by other users or re-published.
11. Any violations by other users of the Code of Conduct laid down in Section 3.2 or the obligations defined in Section 4 or of applicable laws are to be reported using the contact form on the AZINE websites, or to AZINE by e-mail.

5. AZINE's liability

The user acknowledges that 100% availability of the AZINE websites cannot be technically implemented. AZINE shall, however, endeavour to ensure availability of the AZINE websites as permanently as possible. In particular, maintenance, security or capacity concerns, as well as events that do not fall within AZINE's sphere of influence (such as disruptions to public communication networks, power cuts, etc.) may lead to short-term malfunction or temporary cessation of services on the AZINE websites.

AZINE excludes liability - in so far as statutorily admissible. It shall notably not accept any responsibility for the content, data and/or information provided by users on the AZINE websites, or any content on linked external websites. AZINE in particular does not warrant that such content is true, fulfils a particular purpose or may serve such a purpose.

AZINE shall be entitled to commission third parties with providing partial services or the entire range of AZINE services. In such a case, the terms and conditions of use laid down here shall likewise apply.

6. Disclaimer

The user shall himself or herself be responsible for the content published by him or her on the AZINE websites. It shall be incumbent upon the user to ensure that no confidentiality agreements between him or her and third parties is infringed by his or her posting job offers or sending e-mails or private messages.

AZINE only offers users a platform to announce information about freelance positions (openings), and to assist the user in the process of finding a suitable freelancer among the users. AZINE only provides the technical means for the latter, enabling users to take up contact with one another. AZINE will not get involved in the content of communications between users, and shall not provide any warranty in regard to the accuracy, currency or completeness of the content available on the platform and the information published there.

AZINE cannot technically ascertain with certainty whether a user registered on the AZINE websites is actually the person the user claims to be. AZINE therefore does not provide any warranty in regard to the actual identity, qualifications or physical characteristics, personality traits, hard and soft skills of a user. Every user shall be required to satisfy himself or herself about the identity, qualifications and physical characteristics, personality traits, hard and soft skills of another user.

AZINE provides sample contracts which users may make use of free of charge. AZINE does not, however, accept any liability for the content and completeness of the contracts. The conclusion, as well as fulfilment of the contracts between users, shall be the users' affair.

Should any rights of third parties be infringed by a user's published content, the user shall be liable vis-à-vis the third party. Should a claim still be made against AZINE by a third party, the user shall indemnify AZINE and reimburse any claims. Should any third party rights be infringed through the use of the services of the AZINE websites by the user, the user shall, at AZINE's request, immediately cease and desist from the use that is contrary to contract and/or illegal.

The user undertakes to indemnify AZINE against any claims, include damage and warranty claims, that other users or any other third party may assert against AZINE.

The user shall bear any reasonable costs incurred to AZINE due to infringement of rights of third parties, including the reasonable expenses incurred for legal defence. Any further rights, as well as any damage claims on the part of AZINE, shall not be affected thereby. The user shall be entitled to prove that lower costs than those claimed have in fact been incurred by AZINE.

7. Amendments to the General Terms & Conditions of Business

AZINE reserves the right to amend the services offered on the AZINE websites or offer different services.

AZINE reserves the right to unilaterally amend the T&Cs or supplement them. AZINE shall inform users on the amendments undertaken. Users shall be free to accept the new terms and conditions of use or not to make any further use of the services offered on the AZINE websites.

8. Deletion of content

AZINE reserves the right to delete any job advertisements, user profiles or messages, as well as any other content on the platform, also without giving details of reasons, in particular if the latter do not correspond to the facts, violate the contractual provisions and the Code of Conduct defined in Section 3.2, infringe any rights of third parties or are illegal or immoral.

The user may request AZINE, via the contact form, to delete his or her user profile without giving reasons. After deletion, his or her profile will be irretrievably lost. Any job offers made by the user shall likewise be deleted. Draft e-mails will be deleted; e-mails sent will, if applicable, remain in the mail-boxes of their recipients.

9. Place of jurisdiction and choice of law

Exclusively Swiss Law shall govern the present contractual relationship. The courts of record at the location of AZINE's registered office shall have jurisdiction in regard to adjudicating in any disputes. The user expressly waives any additional places of jurisdiction.

10. Severability clause

Should any individual provisions of these T&Cs be or become invalid, or should the provisions contain a loophole, the latter shall not affect the validity of the remaining provisions. Instead of the invalid provision, or in order to close the loophole, such provision as the parties would have agreed had they been aware of the invalidity or loophole shall apply.