

General Terms and Conditions

These General Terms and Conditions (hereinafter: **GTC**) include the rights and obligations concerning the provision and use of the services accessible at the website at www.profession.hu (hereinafter: **Website**) operated by **Sanoma Media Budapest Zrt** (hereinafter: **Service Provider**), and the regulations applicable to the services accessible at www.iwiw.hu.

I. SUBJECT OF THE AGREEMENT

Service Provider undertakes to provide the services required by its partner (hereinafter: **Partner**) as ordered, and Partner, which accepts the provisions of the GTC, undertakes to pay the fee of the service ordered under the terms of the GTC.

II. ORDERING PROCESS

1. Notice of need

Making contact and notification about Partner's demands may be carried out as follows:

- a) **through the customer service**
- b) **by email**
- c) **by uploading to the Website.**

Uploading to the Website may be used exclusively for notification about a demand for job advertisement (hereinafter: **advertisement**). Partner may access the employer's registration page of the Website by a direct link through the Applications menu item at www.iwiw.hu. A notice of need may be given at the Website.

a) Partner may give a notice of need for services through the customer service accessible at the Website by the completion of the notice of need form, which may then be activated by saving it. In the case of using advertising services, the relevant information may be provided by attaching a document.

b) Partner may give its notice of need for services by sending an email for the Service Provider to ugyfelszolgalat@profession.hu or info@profession.hu or other email addresses published at the Website (Partner emails relating to services will hereinafter mean sending emails to the said addresses). Partner will set forth in the email messages its requirements concerning the advertisement or other services, and other elements the advertisement should include. The email should include all data needed for Service Provider to prepare the order form required for the actual use of the service, that is at least the following data:

- the name, seat (in the case of a private individual: address), company registration number, tax registration number, and the bank account number of Partner, as well as the name and contact details of the contact person, where all data must be identical with those included in the trade registry,
- the designation and duration of the service to be ordered and, in the case of an advertisement, the text of the advertisement or information on which basis the Service Provider could prepare the wording,
- the starting date of the publication of the advertisement if Partner wants to publish it later than what is set out in Clause IV/1/1.3,
- If the Service Provider is requested to generate an email address for applications, the designation of the email address to which applications for the advertisement are to be forwarded (Service Provider will generate an email address if the email address provided by Partner for the receipt of applications clearly refers to Partner or is suitable for the identification of Partner. If that is not the case, the email address provided by Partner may be included in the advertisement),
- designation of the name and email address of the person (hereinafter: master account) that is entitled to request access for additional contact persons at the Employer Administration Surface (see Clause III/3),
- need for anonymity,
- whether the name of the position may be indicated in the invoice,
- other partial services used.

Partner may request that an advertisement accessible at a given link or forwarded to the Service Provider otherwise is published unchanged. In this case Partner warrants that it has all usage rights concerning the designated advertisement and is entitled to use the advertisement with identical content. If Partner wants to use the email address generated by Service Provider as an email address designated in the advertisement for applications, then the requirement of unchanged publication will be satisfied even if the email address is different because the Service Provider will generate a new email address for the advertisement. If there is a contradiction between the so designated link or the advertisement forwarded to the Service Provider, and the contents of the order, then Service Provider will call Partner to solve the contradiction. The ordering process will be suspended until Partner takes a clear standpoint.

c) registered Partners may upload the advertisement and the requirements concerning the publication to their own Employer Administration Surface, which is made available after registration. In this case Partner will upload the text of the advertisement to be published to a panel selected from available pre-formatted elements. Partner may check the elements of content and elements of corporate identity by the help of a control window, and if the advertisement satisfies the needs of Partner, it should be saved, and then the system will record the notice of need for the publication of the advertisement. Subsequently the Service Provider will finalize and, if required, classify the advertisement. Partner may request the modification of an active advertisement only in case of clerical error or for the purpose of clarifying some relevant information, where the correction cannot affect the classification of the advertisement. A modification request should be announced through the customer service of Service Provider. It is exclusively Service Provider that is entitled to effect such modification.

2. Order

Service Provider will prepare the order form (hereinafter: **Order Form**) on the basis of the data made available to it, and in the case of an advertisement will prepare also the layout, and will forward them to Partner by email. The order will become valid only if the Partner

1. approves the layout, in the case of an advertisement, by clicking on the approval link provided by email, or found at the Employer Administration Surface, and
2. prints out the Order Form, without changing anything, have it signed by the representative authorised to sign, and either send it back by fax to 06-1-224-2079, or scan it and return it by email or by any other appropriate method (mail, courier).

3. Concluding the contract

The contract is concluded when the Order Form prepared by Service Provider and properly signed by Partner's authorised representative, as an offer, is received by Service Provider, which is deemed as acceptance, in the case of advertisement service it is subject to the approved layout. The contract is governed by the provisions of the GTC. The contracting parties agree that Partner may give a commission to Service Provider in the form of a separate contract to satisfy its special requirements concerning publications in the Website that do not fit in the standard structure of services.

III. ACCESS TO THE SERVICE

Services provided at the Website are available for both registered and non-registered Partners.

1. Registration

Registration is effected by giving Partner's email address and password, Partner's getting acquainted with the Website, reading and understanding the GTC and the Privacy Policy, and accepting the documents referred to herein.

2. Access without registration

In the case of non-registered users the system records the sender email address as Partner email, and Service Provider will assign to it a password which will be sent to Partner by email. Also non-registered users will be bound by this GTC, and Partner will automatically accept the provisions of the GTC by returning a properly signed and sealed Order Form.

3. Employer Administration Surface

After registration (or if no registration takes place: after receiving the password given by the Service Provider), Partner will get access to its own **Employer Administration Surface** where, upon giving the relevant email address and the matching password, the performance of the service may be monitored and information may be checked about all previously placed advertisements and other activities. In the case of ordering CV database access, Partner may access the database and receive information about the expiry date of access through this surface.

Partner is entitled to change its password at any time.

Service Provider proposes to Partner to change the password given by Service Provider as soon as possible, and regularly change the password later on.

Partner is entitled to request the Service Provider to register any change in the email address used for the service.

Partner acknowledges that the partially archive material at the Employer Administration Surface will be accessible by all beneficiaries using the email address provided by Partner, regardless of the potential anonymity of the advertisement, and therefore the contact persons should be designated in view of that.

In order to increase the level of safety of the use of the Employer Administration Surface, Service Provider is entitled to request Partner to give information about the timeliness of the email addresses used by it. Partner acknowledges that Service Provider is entitled to cancel the access if no response to such inquiry is given.

4. Responsibility for password security

Partner shall keep all its passwords requested for activation in strict confidence, and shall ensure that they are not disclosed to unauthorized persons, and that its email addresses and passwords are not used illegally.

Partner shall enforce this obligation also against its associates and agents having access to the system.

Partner shall be responsible for the use of all services accessible by the password for exclusive access.

Partner shall be responsible for any unauthorized use or misuse of its email addresses or passwords provided in connection with services ordered by Partner, and for any relating damage.

Additional contact persons designated by Partner are not entitled to request the Service Provider to register changes in their email address. In this regard Service Provider will accept modification requests only from the master account. A modification request will be deemed as received from Partner if it is received from the first email address given by Partner.

5. Additional contact persons

After registration and/or giving a notice of need, Partner may request access for additional contact persons for the Employer Administration Surface by designating the name and email address of such persons by email. In this case Service Provider will assign a password to such additional email addresses, and the system will send this information to the email addresses that are to be activated. Service Provider suggests that Partner should ensure that the password sent in this way will be changed by the contact persons as soon as possible. Service Provider is entitled to limit the number of additional contact persons. Partner declares that the additional contact persons designated by it are natural individuals having a direct legal relationship with it (employees or natural individuals having another type of work-related legal relationship) and that, prior to the designation of their email

address, they were informed about the purpose of data transfer, their consent to it was acquired, and they were informed about the conditions of the use of the service.

Partner and its contact person shall use the access right (and the relating ID) properly and purposefully, and shall not ensure, give or transfer access to unauthorized third persons.

Service Provider will consider any notice of need, layout approval and any declaration or communication received from any email address or contact person designated by Partner as a legally binding statement of Partner. Partner shall be responsible for the activity of all its contact persons concerning the Website and the legal relationship between Partner and Service Provider.

Service Provider must be notified without delay in case of any change concerning the contact persons designated by Partner, in particular if the employment of such employee with Partner is terminated, or Partner wants to give access to another employee. Service Provider, on the basis of Partner's notification, will cancel the email address and password of the former employee, and assign, and send to the contact person concerned, a new password for the email address given by Partner.

Partner shall be exclusively responsible for any damage and any other legal consequence arising from the non-compliance with the contents of this clause.

IV. SERVICES

Service Provider offers the following services at the website for its Partners:

1. Publication of advertisements (in 28 days, normal, anonym)
2. Possibilities of highlighting advertisement (main page, main categories)
3. Preliminary screening (normal, by phone, search from database)
- 4 Access for the CV database
5. Display of logo in the main page
6. Display of banner and info box
7. Refresh the advertisement
8. Notification of applicants

Refresh: means the prioritisation of the Normal advertisement. By Refreshing, the Refreshed advertisement will be ranked, after the premium services, below the highlighted advertisements, to the top of the list, and then it will be ranked back, according to the publication of new advertisements. It may be purchased maximum 2 times during one advertising period. The first time is free of charge and should be set by the Client in the Employer Online surface at any time between the 15th and 28th day of the advertisement, provided that this service is demanded. The second Refreshing may be applied as from the 15th day after the first publication of the advertisement. The pay service may be activated by signing and confirming (fax) the order form. If the confirmation is received before 5 p.m., the customer service will carry out the refresh even on the same day. No Refresh may be requested for a specific time (hours and minutes), it may be requested only for a specific day. A Refresh may be initiated by the Employer through the online Employer Administration Surface, or by a Profession system notification letter. Service Provider offers this service only for the Website, but not for any partner pages (such as Jobmonitor, iwiw etc). In the case of a premium advertisement this service may be used only if a guaranteed number of applications, as forecast by the GTC, has occurred.

Advertisement packages:

A portfolio of services compiled by Service Provider, which may be used by Partner for a period of 12 months starting from the date of the first use of any element of such portfolio. During this period Partner may, at its own discretion, use the services included in the portfolio, partly or entirely. If Partner does not use the services, or does not use the services entirely, during this period, then Partner is not entitled to use or postpone the services or any element of the services after the expiry of the due period, and Service Provider will not refund the value of non-used services. The Advertisement package must be paid for in advance. The use of individual services included in the Advertisement package and the use of identical services sold independently from the Advertisement package are

governed by the same provisions of the GTC. The prohibition of the transfer of advertisement under Clause IV.1.4 is applicable mutatis mutandis to the Advertisement package.

"Confidential product":

"Confidential product" is a supplementary service, where Partner commissions Service Provider to notify the unsuccessful applicant to a job advertisement of Partner with a predetermined content. This service may be requested by any Partner that initiates the forwarding of applications through the Profession system. For the notification by Service Provider, Partner shall provide the wording of the rejection, and the name and email address of those not rejected. The persons outside the persons not rejected will be given a notification of rejection. The Confidential product is not applicable in the case of an anonymous advertisements and advertisements of HR consultants. When purchasing the confidential product, the Service Provider will apply a special designation, in the case of an active advertisement. The notification may be ordered by the Partner subsequently, after the expiry of the advertisement, under the above conditions.

Profession Premium:

In the case of Profession Premium advertisement, if the number of applicants to an advertisement is less than the guaranteed number forecast by the Service Provider in advance, even after a 4-week advertising period, Partner will become entitled to use the database in an unlimited manner for one week. In such case the Partner may request the Service Provider to activate its access to the database within one week of the expiry of the advertising period. The duration of access does not depend on the time of the request of the Partner, within the period set out above; it is provided until the end of the one week following the expiry of the advertising period. The service is directly attached to the advertising period, and cannot be taken advantage of at a later time. In order to ensure access, the Partner shall provide the name and email address of its contact person under Clause III.5, and Service Provider will send the password required for the access to the database to the said email address. Service Provider will provide one password (account) for the one week unlimited data base access. The one week period will start on the day when Service Provider sends the password to the Partner.

Profession Master:

It is a service based on the use of the Website and is subject to registration. In its framework, positions determined in advance by Service Provider may be selected as jobs to be advertised. Categorisation is performed by Service Provider. The names of positions cannot be changed by Partner. The description that may be assigned to a selected position must be in accordance with the position. The description cannot exceed 1000 characters. The advertisement cannot be anonymous and no logo may be inserted into it. The advertisements are published for a period of 4 weeks but Partner may request the cancellation of the publication before the expiry of this period, subject to the payment of the fee of the advertisement.

Partner shall fill in and provide the required data and information in the Job Advertisement form at the Website. Then the form shall be forwarded through the Website to the Service Provider. Service Provider will send a confirmation message on the receipt of the form to the email address provided by the Partner. The confirmation will include a link to the Order Form, which Partner should print out and return to Service Provider in compliance with the provisions of the GTC. In the case of this type of advertisement, Partner will be given neither a layout nor a confirmation link approving the layout.

it2it.hu contact services

The precondition of using the it2it services is the registration at the it2it.hu website. Upon the advance purchase of the services, the Service Provider will provide access for the Partner to make direct contacts, including the contacting of the IT experts registered in the it2it database, up to the purchased quantitative limit of contacts, until the end of the limited period. Each credit purchased entitles the Partner to make one contact. Whether the contacted expert will exercise his opportunity to make contact, that is to respond to the Partner, is beyond the control of the Service Provider. The Service Provider provides no guarantee in this respect. Accordingly, the Partner will have used up its credit concerned even if its making a contact has been unsuccessful or he has received no response from the

expert contacted. If the Partner has purchased additional contact services during the original access period, then the previously purchased but not yet used contact opportunities may be used during the subsequently purchased contact period. The previously purchased but not yet used contact opportunities may be carried forward as long as the access period is continuous or extended by the purchase of additional services during any existing service period. If the Partner has not used its purchased or carried forward contact opportunity during the relevant access period, then they will be cancelled and cannot be used later. This service is not transferable. The contact opportunity may be used exclusively by the Partner who purchased it, and such contact may be used exclusively on its own behalf and for its own interest. Accordingly, the Partner is not entitled to make contact or use the service in the interest of a third party. The Partner will be given one password. This password may be used exclusively by the Partner, including its authorised employees, workers and those having a work-related relationship with it.

HUP.hu

An advertisement published at the hup.hu website is an exclusive supplementary service which may be purchased in addition to a Profession.hu IT job advertisement for a period of 4 weeks.

Elements of content of the services not detailed in this GTC shall be published at the Website.

1. JOB ADVERTISEMENT

Service Provider undertakes to publish job advertisements in 4-week (28 calendar-day) periods at the Website or at websites.

The starting day of the provision of the services shall be the commencement day of the services, and the last day of the service shall be the expiry day of the ordered service period.

Categorisation will be carried out on the basis of the position name and the duties, and not Partner's scope of activity.

If Partner determines the advertisement categories of the advertisements uploaded by it in a manner deviating from the position name and duties included in the advertisement, then Partner must make the necessary corrections and change the wording of the advertisements at the request of Service Provider. The category must correspond to the duty to be performed under the position advertised. If there are more categories that may be taken into consideration, then the most relevant category/categories must be applied.

An advertisement usually consists of a short description of the employer, the name of the position, the duties, the things offered by Partner, the application method and the contact information. The introduction of the Partner within the advertisement may not go beyond an extent necessary for the given position. If applications to the advertisement are processed by a third party acting on behalf of Partner, and the applications are received by such part, then this information, and the name of the third party, must be included in the advertisement.

The introduction of Partner may not be more than 700 characters (with spaces), and the total length of the entire advertisement may not be more 3000 characters (excluding spaces).

1.1 The elements of content of the job advertisement service

a) Services included in the basic price of the advertisement:

- Drafting the advertisement, where the application to the job is provided
 - by using an email address generated by Service Provider, where applications are automatically forwarded to an email address provided by Partner, or
 - by the indication of Partner's email address.
 - by the placement of a hyperlink to reach the Partner directly, provided that the hyperlink points at the given position or its details.
- The creation of the layout of the advertisement.

- The publication of the advertisement at the Profession website.
- A single Refresh of the advertisement: the Client may refresh the advertisement between the 15th and 28th day of the advertisement by entering through the Employer Online Surface. The service is available only through the online surface.
- The publication of the advertisement at the Jobmonitor website.
- The publication of the advertisement in community portals (e.g. iwiw, Facebook)
- The placement of the company or service logo of Partner (in the top centre part of the advertisement) and the URL of its website running under its own domain name (at the end of the advertisement), both by placing a hyperlink pointing at the opening page of Partner's official website.
- Making available the web statistics concerning the advertisement at the Employer Administration Surface, and in a statistical letter sent upon the expiry of the advertisement, with daily breakdown.
- Making available the application statistics relating to the advertisement at the Employer Administration Surface if applications are made through the email address generated by Service Provider.
- Sending a monthly technical newsletter to Partner.

The advertisement will appear once, if possible, in the Profession newsletter and in the newsletter of Jobmonitor, a job collection website operated also by Service Provider: "Profession newsletter", "Állásfutár newsletter", which are sent out to those users subscribing for such newsletters that search for jobs in categories matching the advertisement concerned and potentially meet the requirements set out by Partner.

The advertisements may appear randomly in succession at technical, regional, general, entertaining or news portals, which operate as our partner websites, provided that they cover the target group of the advertisement.

Upon ordering the advertisement, Partner shall provide the URL data of its company logo and official website.

Partner acknowledges that the basic price of the advertisement covers the publication of its company logo and official website exclusively at one single place, and the advertisement cannot include any reference to additional websites, or links or hyperlinks (e.g. a reference to other job offers).

b) Services included in the basic price that may be used at the discretion of the Partner:

- Automatic response to those applying through the email address generated by Service Provider, based on customized text or the template provided by Service Provider.
- Anonymity – in this case the advertisement will include neither any reference to the party offering the job nor a company logo, nor will the email address refer the name of the company or any contact information, and the Service Provider will not give any information to enquirers about the advertisement.
- The name of the position is not indicated in the invoice.

If Partner wishes to use any of the above services, then its need for the chosen service must be included in the notice of need.

The logo, link and any other reference in the advertisement that may be qualified as promotion shall be governed by the [General Terms and Conditions](#) found at the online submenu of the Media Offer main menu of Service Provider's website www.sanomamedia.hu.

Partner undertakes to comply with the provisions applicable to advertisements also in terms of the content of the automatic response, the job offers and other communications sent to job seekers

(compliance with the laws, e.g. no information may be requested on sex and age, no additional job offer or service promotion may be included, etc.).

If Partner provides an email address generated by Service Provider for receiving applications to its advertisement, it may check the current number of applicants at its own Employer Administration Surface. Partner expressly acknowledges that in the case of anonymous advertisements the applications are beyond the control of Service Provider after they have been forwarded to the email address provided by Partner. After the forwarding the applications, it is Partner's responsibility to ensure anonymity, and provide for the required IT settings e.g. switching off the auto reply mode, enabling or disabling other settings, stopping the delivery notification messages, etc. Anonymity may be compromised if Partner fails to comply with these obligations but Service Provider cannot be made responsible for it.

c) Partner may, against a fee payable over and above the basic fee

- request a highlighted job advertisement at the opening page, where the active advertisement, with the company name, company logo and position name, appears and is clickable at the opening page for a certain period, together with the rest of the highlighted advertisements at the opening page;
- request a highlighted advertisement in main category, that is within the category under which the advertisement has been categorised, where the advertisement, with the company name and position name, is highlighted by a distinctive colour for a certain period, ranked among other highlighted advertisements on a first come first served basis;
- request a Refresh,
- request a customized advertisement that matches the corporate identity of the advertiser;
- request the placement of the company logo or product or service logo of its customer offering the job in addition to its own company logo (that is a Partner logo and a customer logo) at the top centre of the advertisement, and the placement of the URL of its customer's website at the end of the advertisement by a hyperlink pointing at the official website of Partner's customer (that is a Partner URL and a customer URL);
- request the notification of rejected applicants.

The placement of advertisements in the opening page or highlighted advertisements in main category is possible only in the case of an active advertisement, where the number of simultaneously highlighted advertisements is limited. Partner acknowledges that, if no special placement is requested, the advertisement will be ranked in the Website on a first come first served basis, where the newly placed advertisements will be placed in the More job offers section, broken down by categories, in the order of uploading. Partner shall have absolutely no claim in relation to the visual and textual context of the Advertisement.

Partner shall not use the advertisement, its formal elements and its source code created by Service Provider anywhere else unless with the prior written consent of Service Provider.

In lack of another agreement, Partner acknowledges that it is not permitted to include logos and web addresses in the advertisement, with the exception of the company name, logo and/or product, service logo and/or official website of itself and its customer offering the job, against a surcharge. The advertisement cannot include any other websites, logos, links and hyperlinks (e.g. additional job offers). **Against the basic price it is exclusively the name of the Partner, its company logo and/or product and/or service logo and/or official website that may be included in the advertisement.**

Another agreement may be in particular the conclusion of the RPO agreement (Recruitment Process Outsourcing), in which case the advertisement must refer to such cooperation.

Partner warrants to have obtained all required authorisations and rights relating to the inclusion in the advertisement published in the Website of its own logo or the logo of its customer offering the advertised job, and to enforce no claim of any nature against Service Provider.

Partner warrants that the link included in the job advertisement navigates exclusively to the main page of the non-adult website lawfully operated by its customer offering the advertised job.

1.2 The content of the advertisement

Partner undertakes that the requested advertisement includes exclusively its own job offer or the job offer of its customer offering the advertised job.

Partner warrants that the job advertisement does not include any infringing information or data, whether directly or indirectly, and does not infringe any third party rights or legitimate interests. Partner shall be responsible for ensuring that the job advertisement does not include elements infringing copyright, neighbouring rights, privacy rights and moral rights; illegally obtained data, business and private secrets; misleading data; instigating a crime; violent or vulgar elements that may give rise to offending; advertising; defamatory or libellous facts, data, opinion or elements that may be harmful for the intellectual, physical or moral development of minors; elements that disrespect public sentiment and human dignity; may give rise to serious or widespread resistance; disparaging or humiliating; incite or may incite racial, religious or political controversy; encourage the use of materials harmful for health; incite a measure of fear or anxiety beyond an acceptable level; unreasonably disturb the privacy or composure of anyone.

Partner shall draft the advertisement in compliance with the spelling rules published by the Hungarian Academy of Sciences. (Puns are exceptions, provided that the intention of a word play is evident.) Service Provider may carry out corrections in the text of the advertisement based on the Hungarian spelling rules without having to consult with Partner. If according to Service Provider's judgement the text of the advertisement requires substantive modification – for clarity or other reasons –, such change shall always be discussed with the Partner. The deadline of performance may be extended by the duration of such consultations. Partner may request the modification of the wording of the advertisement in the case and in the manner referred to in Clause II.1 c).

Service Provider reserves the right to change the advertisement in compliance with the applicable legal provisions and the elements of the identity of the Website even if the advertisement has been uploaded by Partner. If the elements of content of the advertisement are changed or cancelled, Service Provider will notify Partner of the change, and Partner will approve the changes by email. Service Provider will publish the advertisement approved by Partner.

Service Provider does not undertake to change the advertisements in compliance with the applicable legal provisions, and changes effected by the Service Provider do not mean that the advertisement complies the laws in all respect. In this regard the sole responsibility lies with Partner.

As per job advertisement

- **only one job (position) may be advertised,**
- **for one single place of work (one municipality or region or county),**
- **in one language (with the exception of the name of the position, which may be in English even if the language of the advertisement is different).**

Certain menu items of the Website are available also in English, but even in this case the job advertisements within the menu points are in the original language of publication, which is usually Hungarian.

It is possible to publish advertisements in foreign languages. Even in the case of a foreign language advertisement, the language of communication is Hungarian. In such case Partner must implement enhanced cooperation with respect to the elements of content of the advertisement, the checking of the background settings and the approval of the advertisement. Preliminary communication may require more time if the advertisement is published in a foreign language other than English or German.

1.3 Deadline for the activation of the advertisement

In the case of a notice of need received before **17:00 hours** on weekdays, Service Provider will prepare and forward to Partner by email a layout even on **the same day**. In the case of an approval of the layout and the receipt of the signed and sealed Order Form by fax before 17:00 hours on a weekday, Service Provider will publish the advertisement even on the same day, or if it is received after 17:00 hours, the advertisement will be published **within one business day**. Service Provider will process the notices of need and order forms received before 17:00 hours on a first come first served basis, and the advertisements relating to orders received earlier will be published earlier on the same day. Service Provider will do its utmost to perform the orders received as soon as possible within the given day.

In the case of a notice of need received after **17:00 hours** on weekdays, Service Provider will prepare and forward to Partner by email a layout within one business day. In the case of an approval of the layout and the receipt of the signed and sealed Order Form by fax before 17:00 on a weekday, Service Provider will publish the advertisement even on the same day, or if it is received after 17:00, the advertisement will be published **within one business day**.

Partner shall approve or reject the layout within one business day of its receipt. The publication of the advertisement will be performed in accordance with the layout. The Service Provider will accept no subsequent complaints.

The above deadlines expressly apply to business days, and are valid if Partner does not request subsequent publication.

Partner acknowledges that in the case of a request for modification of the advertisement, the layout will not be considered as accepted until it is approved by Partner. The above deadlines undertaken by Service Provider are expressly subject to the approval of the layout and the receipt of the Order Form.

In the case of performance on the same day, Service Provider will do its utmost to provide the service as soon as possible but does not warrant the completion of performance before the end of working hours.

Service Provider reserves the right to deviate from the above deadlines subject to appropriate notification (e.g. official holidays, strikes, force majeure events).

Partner undertakes to notify Service Provider without delay of the filling of the advertised positions, or the change in the timeliness of the job offers. Any damage arising from the failure to make such notification shall be the responsibility of Partner. Service Provider may remove outdated

advertisements upon notifying Partner, however, Partner is obliged to pay the entire advertisement fee for the originally ordered period.

1.4 Prohibition of the transfer of advertisement

Partner is not entitled to transfer or assign the advertising surface, partly or wholly, to a third party, whether for a consideration or free of charge. It is not entitled to publish any other advertisements at the Website than its own ones and that of its customer offering a job. The prohibition of the transfer of advertisement is applicable mutatis mutandis, in compliance with the applicable laws, also to the case when Partner advertises and/or sells (package sale) the service of Service Provider by itself, or by a third party but in its own interest, together with identical or similar services. The provision under Clause VII.3. of the GTC is applicable mutatis mutandis to the prohibition of the transfer of advertisement.

Partner shall not disclose to third parties the password to the service hereunder, the possibility of database access and its other rights. Infringement by Partner of this obligation and/or the prohibition of the transfer of advertisement shall be considered as a material breach. In such case Partner shall pay a penalty to Service Provider in the amount of ten times the net consideration determined in the media offer of Service Provider in relation to one job advertisement. Service Provider may enforce its damages and any other claims arising from the breach of contract exceeding the amount of penalty.

1.5 Rejection of an order, cancellation of the publication

Partner cannot request the publication of an advertisement, and Service Provider may reject such publication and cancel the already published advertisement any time, if Partner is in material breach of a provision of the GTC and/or the advertisement

- infringes any laws;
- does not correctly include at least the name of the advertised job, the requirements/duties and the method of application;
- includes elements that may be considered as electronic promotion or commercial (except the logo and URL), e.g. an advertisement that directly or indirectly promotes an enterprise, or its products, services, activities (the company introduction is considered as promotion if it navigates the user to Partner's own website for the purpose of providing additional job offers, etc.);
- includes obviously incomplete, non-existent, obscure, contradicting, misleading, untrue, unreal, unfeasible or humorous data, position, requirements, offer or other elements, or if it is actually not a job advertisement;
- infringes or may infringe the reputation of natural individuals or business associations;
- includes a job offer that requires the payment of a fee for job placement;
- includes more than one job offer within one advertisement;
- includes a logo, picture, graphic depiction or link, in addition to the logo and an URL navigating to its official website of Partner, or Partner's customer offering a job, subject to the payment of a surcharge;
- contradicts, at the exclusive discretion of Service Provider, the elements of corporate identity and spirit of Service Provider, and its business policy, or infringes, directly or indirectly, the marketing and/or business interests of Service Provider (including the infringement of Clause IV.1.4 and Clause VII.3.);
- cannot be published due to its size or for technical reasons;
- has been objected to, whether officially or informally, by any authority;
- is in material breach of any provision of this GTC.

In the above cases Service Provider shall be entitled to terminate the already concluded contract with immediate effect, cancel the provision of the service, and oblige Partner to compensate the damage caused. Partner acknowledges that Service Provider shall not be liable against Partner and third parties for the removal of the advertisement due to a reason within the control of Partner, the infringement of the GTC and/or the breach of the contract made with Partner, and for any damage or claim arising from not providing access thereto. This provision shall apply also to the rejection of publication.

The Service Provider shall not be under any obligation to pay damages in the cases referred to herein.

2. PRELIMINARY SCREENING (FILTER)

Service Provider undertakes to forward to Partner's email address the applications to the advertisement, broken down by the degree of compliance on the basis of the requirement profile accepted by Partner and returned by fax together with the order form, with a required frequency, during the term of the order.

2.1. General conditions of the Filter service

- The Service Provider may start preliminary screening only if Partner has returned, together with the order form, the signed, sealed and properly completed requirement profile by fax.
- The conditions of preliminary screening cannot be amended after the return of the requirement profile.
- Partner may order the preliminary screening service during the advertisement period, or within 30 days after its expiry, provided that the forwarding of the applications to the advertisement has occurred through the system of Profession.
- Service Provider undertakes to screen the received CVs in compliance with the requested screening conditions, and forward the materials of successful applicants to the Partner at latest within 1 business day of the expiry of the advertisement.
- Service Provider undertakes to forward the pre-screened CVs to Partner's email address at previously agreed times.
- Service Provider undertakes to retain the received applications for maximum 1 month of the expiry of the advertisement, and forward to Partner the non-compliant CVs on request.
- **In the case of a simple preliminary screening** Partner undertakes to select the applications/CVs received in response to Partner's advertisement, on the basis of predefined objective criteria, according to the degree of compliance, even into several categories.
- **In the case of preliminary screening by phone** the Service Provider undertakes to ask maximum 5 clarification questions from maximum 50 applicants in the framework of telephone interviews of pre-screened applicants. Partner must send the clarification questions, together with the requirement profile, before the publication of the advertisement. The telephone interview is successful if the answers are in compliance with the requirements of Client.
- **In the case of database search** the Service Provider undertakes to run a search in the database of Profession.hu on the basis of the criteria determined by Partner, and to notify Partner subsequently of the contact details of the applicants that met the requirements. Service Provider does not provide quantitative guarantee for potential applicants that may be identified in the database.
- **In the case of language pre-screening** the Service Provider undertakes to test the language skills of 10 applicants of those who met the criteria of the requirement profile, either in writing (online) or verbally (by phone).
- Service Provider will perform a personality test on maximum 5 applicants at the request of Partner. The Partner will be notified in writing of the results.

Service Provider will assign the performance of the language and personality tests to a subcontractor.

3. CV DATABASE

Service Provider undertakes to give access to the CV database uploaded by the registered users of the Website in one, several or all categories, as ordered by Partner, and provide for integrated search (with various screening options) and key-word search in the ordered categories.

Service Provider will open the access right for Partner upon the receipt of the Order Form properly signed by Partner's authorized representative, and the payment of the relevant fee. Partner will get access to the CV database through the Employer Administration Surface, that could be reached by giving its email address and password.

Partner shall protect the email address and password from unauthorized use. Service Provider undertakes no responsibility for any unauthorized use of the user name and password. Partner undertakes to use the personal data included in the CVs made available to it exclusively for the procedure relating to its own or its customer's manning requirement, and to do its utmost to avoid the disclosure of such data to others, the use of such data by others, the use of such data for other purposes, and ensure their confidential treatment.

Partner acknowledges that the CV database created by Service Provider is subject to Service Provider's copyright, and is protected by the laws relating to copyright.

The obligations and the prohibitions relating to the CV database shall remain in effect regardless of the termination of this contract.

Partner may download the CVs to its own computer in the format uploaded by the users (doc, rtf, pdf) but may not retain them longer than 30 days after the expiry of the term of the CV database service.

4. PUBLICATION OF PARTNER'S LOGO

Partner may request the placement of its logo, or its customer's logo, in the opening page of the Website, as specified in the Media Offer.

By making available the logo to Service Provider, Partner warrants that it is authorised to use it and permit its use, and, in the case of its customer's logo, it has obtained an express authorisation to do so.

5. BANNER, INFO BOX PUBLICATION

Service Provider undertakes to publish Partner's electronic advertisement (static or animated banner) as specified in the Media Offer, in the case of a banner: in the opening page of the Website and in the permanent advertising surface which forms the static part of the subpages to all main menu points; in the case of an info box: in the opening page of the Website.

If Partner orders an advertisement that is not its own advertisement, Partner warrants by ordering the advertisement that it has obtained an express instruction from its customer to do so. Partner may request the joint publication of logo and banner (sponsorship) as specified in the Media Offer. The publication of the logo and banner and any other advertisement shall be governed by Service Provider's Media Offer and the General Terms and Conditions found at the online submenu of the media offer main menu of Service Provider's website www.sanomabudapest.hu.

Advertisements published in Service Provider's magazines (e.g. Figyelő) shall be governed by the General Terms and Conditions found at the magazine submenu of the media offer main menu of Service Provider's website www.sanomabudapest.hu, unless this GTC provides otherwise. Further information about the individual services are set forth in the Media Offer.

Service Provider reserves the right to change the scope and/or specification of Services at its own discretion.

V. CONTACT WITH THE JOB SEEKERS

1. Partner or its customer offering the advertised job, if using any of the Website services, may contact the applicants to the advertisement or the job seekers in the database exclusively with its own or the customer's own specific, genuine job offers.
2. Contact with the job seeker applying for the job advertisement may be established exclusively in connection with the job concerned. The contact notification concerning the job offer must include the name of the sender company. The contact notification cannot suggest that it has come from the Service Provider or the Website, and cannot include untrue reference to the relationship between the Service Provider and the Partner.
3. In the case of CV database access, Partner may contact job seekers exclusively during the term of access, and only the active job seekers listed on the Website on the day of sending out the advertisement, who potentially comply with the requirements set out in the advertisement. Partner has to check before making contact notifications whether the user is still an active job seeker in the Website.
4. Partner shall not build a database from the data obtained during the use of the CV database service, the data of the applications to the job advertisement, the downloaded documents or its elements. Neither Partner nor any third person should contact the job seekers for any other reason. Accordingly, it is prohibited to send to job seekers, or previous job seekers of the Website, unsolicited advertising messages, or suggest them the use of Partner's services (further job offers, courses, training, labour placement, etc.), or propose them to subscribe to news letters, or request them to give their consent to receive advertising messages, newsletters, or request them to forward such messages to their friends or third parties, etc.
5. Any breach of the contents of this chapter shall be deemed as material breach, in which case Partner shall pay a penalty of twenty times the prevailing fee of monthly CV database access, per occasion, and Partner shall be liable for the damage, cost and any disadvantage in excess of the penalty.

VI. TERMS OF PAYMENT

1. Unless otherwise agreed, Service Provider will issue invoices on the services at the Website on the basis of the prevailing Tariff prices, on the first business day after the last day of the provision of the service, payable within 10 days. Service Provider shall notify Partners about changes in the tariff prices 30 days prior to the effective day thereof.
2. Service Provider is entitled to request advance payment in particular (a) in the case of a Partner that was (directly or through a company acting on its behalf) in default of payment within 12 months prior to the date of order against Service Provider, Hearst Sanoma Budapest Kft or Sanoma Digital Media Zrt, with respect to any service used in any of their media, or (b) when the financial situation and solvency of the company cannot be established based on company information, or (c) if the agreement of the parties includes such provision, or (d) in the case of a new Partner (that is a partner that has not used any service of the Service Provider for 36 months prior to the day of the order). Advance payment shall be made by Partner on the basis of the request for advance payment issued by Service Provider, within the deadline indicated thereon. If the required advance payment is not made, Service Provider shall have the right to reject the order, or cancel contracts already in force with immediate effect. Service Provider shall not be required to make arrangements for the provision of the service before payment is received. If Service Provider demands advance payment, it shall have the right to cancel all discounts and issue the invoices in accordance with the base tariff determined in the prevailing Tariff Prices.
3. In the case of a foreign Partner, the invoices will be made out in accordance with the foreign exchange value calculated at the midrate of the National Bank of Hungary valid on the performance date. Payments shall be made in the invoiced currency.

4. Bank charges related to making a payment shall be borne by the Partner. In the case of foreign orders, both the foreign and domestic bank charges shall be borne by the Partner.

5. Payments shall be considered as made on the day the amount is credited to the bank account indicated on the invoice. Any complaint against an invoice shall only affect the disputed item on the invoice, while the other items and the due date of the invoice shall remain unaffected. Questions and complaints about invoices shall be submitted in writing, within 8 calendar days from the receipt of the invoice. After this time no complaints will be accepted.

6. In the case of late payment, Partner shall pay default interest to the extent determined in Sections 301-301/A of the Civil Code. If Partner fails to meet its payment obligation even upon request by Service Provider, then Service Provider shall have the right, in addition to charging default interest, to cancel the contract with immediate effect, suspend the performance of due orders, and refuse the acceptance of new orders until payment is made, or require advance payment.

7. If Partner is in debt to Service Provider, Hearst Sanoma Budapest Kft or SANOMA DIGITAL MEDIA Zrt, then Service Provider will be entitled, after a prior written notice, to reject acceptance of a new order, demand advance payment, in the case of continuous orders suspend the provision of service to Partner, or cancel the contract already in force with immediate effect, until payment of the debt is made.

VII. LIABILITY RULES

1. Partner warrants to use the services at the Website properly, exclusively in a lawful manner and for lawful purposes, in compliance with the provisions of this GTC and the applicable laws.

Partner hereby undertakes to refund to Service Provider, at request, all fines, damages and costs enforced by the competent authorities or third parties against Service Provider due to the breach of this GTC and the applicable laws by Partner or its customer offering a job.

On the basis of the foregoing, Partner shall be liable, in compliance with the applicable laws, towards authorities and the beneficiary on behalf of Service Provider, and shall pay the abovementioned fines, compensations and costs in due time to such authorities and the beneficiary, or, if the Service Provider has already paid such amounts, reimburse them to the Service Provider without delay.

2. Service Provider will use all the technical means and equipment available to it, in order to guarantee the continuous provision of its service, however, it will not be liable for damages caused by inevitable events outside the scope of its interests and its service, which events hinder the working activities or the making available of technical equipment required for performance (e.g. strike, flood, torrential rain, power outage, insufficient operation of the Internet, data transmission fault, operational outage). In these cases the deadline will be extended automatically with at least the duration of hindrance, and if performance is not possible on the given business day, then the service will be provided automatically on the next business day. Partner acknowledges that Service Provider has excluded its liability for damages and any disadvantage arising from the foregoing.

Service Provider will not be liable for damages arising from the employment or other work-related legal relationship established as a result of its services. Partner acknowledges that Service Provider will not be liable for the lack of visits to the advertisement, or if the seeking of workers is not successful. Service Provider will not be liable in any respect for the content of the CVs uploaded to the database, in particular for their authenticity, genuineness and up-to-date nature.

With regard to the information on the views of the advertisement, Service Provider cannot guarantee that each view is carried out by a different user, consequently the number of views does not necessarily reflect the number of persons having viewed the advertisement. With regard to the latter, no information is available.

Partner acknowledges and expressly accepts that any claim for damages against Service Provider may be enforced only to the extent of the fee of the service in which regard the claim has been made. The Service Provider's liability for damages is limited to actual and immediate damages; the Service Provider explicitly refuses liability for indirect or consequential damages, for reliance damages, including, but not limited to, profit forgone, costs and immaterial damage. Partner acknowledges that the prices of the service have been determined with a view to the limitations of liability described in this section and other sections of these GTC.

3. Partner may not make any public comment (including the Internet) on the Service Provider, the Sanoma Group, or its products, services, brands, associates, contracted partners and persons acting on their behalf which comment is negative or may be understood as negative, and cannot act in a manner that may infringe the business interests of Service Provider of the Sanoma Group.

Partner is not entitled, and obliged to avoid, to use the trademarks of Service Provider (including any mark and/or advertising or promotion appearance and information used for identifying Service Provider or Service Provider's services), and in particular Partner cannot advertise its service or any service of a third party (whether separately or in a package, or in any complex sale scheme) with the showing, stating or making a reference to the Profession or Jobmonitor websites, whether in written or in the electronic media, unless with the express prior written consent of Service Provider.

4. Partner shall notify Service Provider in writing of any complaint immediately upon obtaining knowledge of it, but at latest within 14 calendar days of the completion of the provision of service.

5. Disputed issues not regulated by these GTC or the individual contracts shall be governed by the applicable provisions of law. If the parties cannot settle the dispute by negotiations, they will accept the jurisdiction of the Central District Court of Buda (Budai Központi Kerületi Bíróság) in the case of actions subject to the competence of the local court. Actions subject to the competence of the County Court will be governed by the competence-related provisions of Act III of 1952 on Civil Proceedings.

VIII. DATA PROTECTION PROVISIONS

1. Service Provider calls the attention of Partner that the CVs and other documents uploaded by the users include personal data. Partner declares and warrants that, in compliance with the currently applicable laws, in particular Act CXII of 2011 on the right of self-determination relating to information and the freedom of information (hereinafter: IA) and Act VI of 1998 on the protection of individuals in the course of processing personal data by machine, it will treat the personal data and professional CVs made accessible on the basis of this GTC and other information made available by the approval of the job seeker with confidentiality, and use them exclusively for the purpose of the given service, that is for the satisfaction of its own demand for labour and the demand for labour of its customer offering the advertised job, in relation to a specific position open at the time of use, and that it will not disclose them and will not give access to them for third parties.

Partner shall ensure the protection of the personal data obtained by it, and the destruction thereof after use. Partner acknowledges that it is fully responsible under Section 23 of the IA for any damage arising from illegal data treatment by it.

2. Partner acknowledges that in the case of an anonym job advertisement Service Provider may affix to the job advertisement the following notice, or another one with similar objective and content:

"The person of the sender of this job advertisement has not disclosed its identity. Application to an anonymous job advertisement involves the disclosure of personal data in limited scope, which raises the following risks:

- your application and CV may be accessed by other persons, including your current employer;
- you cannot track access to your personal data and you cannot know who might have access to your application;
- you cannot enforce your rights provided by the data protection law, e.g. you cannot request information on the management of your data, you cannot protest against it, or request their modification or deletion."

Partner cannot include any information about data management in the job advertisement

3. Partner warrants towards the Service Provider that, by their request to get access, the contact persons automatically approve that their given data (name and email address) are included in the database of Sanoma, acting as data manager, and they are managed by Sanoma for the purpose of the performance of the ordered service without any further permit and free of charge during the term of the service.

4. If using the advertisement service, Partner agrees that the advertisement will be published on the basis of and in compliance with the contract made with the Service Provider, and it is viewed by the users of the Website, Service Provider's own website and its partners' websites.

5. By placing the order Partner agrees that Service Provider will send a monthly newsletter to its email addresses given, until cancellation.

6. If the job advertisement includes personal data (e.g. name and email address of the contact person), Partner declares to have obtained the required permits for disclosing the data of the person concerned.

7. Partner declares to have read and accepted the provisions of the Privacy Policy which may be accessed via the footer of the Website of Service Provider.

IX. CONFIDENTIALITY

Partner and Service Provider agree that they shall not disclose the conditions relating to their mutual relationship during, or after the expiry of, the existence of the legal relationship between them.

X. TERMINATION

The contract will be terminated:

- upon performance and the payment of the fee,
- by mutual agreement of the parties,
- with immediate effect upon extraordinary notice of termination.

Extraordinary notice of termination is effected in the case of culpable breach. An extraordinary notice of termination shall be sent to the other party by registered letter, return receipt requested. If the contract is terminated by Service Provider by an extraordinary notice of termination in any phase of performance, Partner shall pay the entire fee of the service for the ordered duration, and reimburse the damage caused to Service Provider.

If Partner has initiated the cancellation of a job advertisement recorded in the system before the expiry of the duration, Partner cannot request the pro-rated refund thereof.

If Service Provider determines upon registration, or upon the review of data having been given at the time of giving the notice of need, that Partner is not entitled to use the service (e.g. it is a non-registered enterprise, or Partner has unlawfully misused the data of another enterprise for this purpose), then Service Provider will cancel the provision of access without delay.

Service Provider is entitled to cancel the provision of service with immediate effect if Partner has materially infringed the provisions of the GTC, in particular if:

- a) Partner abuses the data obtained from the CV database,
- b) Partner infringes the rules of contacting jobseekers,
- c) Partner allows third parties to use the services through its own registration,
- d) Partner infringes the provisions of Clause IV.1.4 or VII.3 of the GTC,
- e) Partner conducts infringing activities,

which cases are subject to the liability provisions regulated in relation to the rejection of order and cancellation of publication.

If Partner has outstanding debt with the Service Provider, and in case bankruptcy, winding-up or liquidation procedure is commenced against Partner, then, until the outstanding amount is paid, Service Provider shall have the right to refuse taking new orders, or in the case of continuous orders suspend the acceptance of Partner's further advertisements, stop or reject publishing the advertisements, or terminate the contract with Partner with immediate effect.

XI. Publication and effect

These GTC shall be in effect from 1 January 2011 until cancellation or the effective date of amendments. The amendment to the GTC shall be published by Service Provider at the Website at least 15 days before the effective date of changes, subject to notification of change. Service Provider shall ensure that Partner is aware of these GTC by publishing the entire up-to-date text thereof in the Website under the menu item GTC, and refer to the accessibility of the GTC in its contracts.

Date: Budapest, 1 January 2012