



# GENERAL TERMS AND CONDITIONS

## 1. Validity and definition of terms

These general terms of business (Terms and Conditions, hereinafter GTC) are valid for all activities, within the scope of job offers in contact with potential and qualified candidates in each case a valid version. By the transmission of the personal application documents, the candidate agrees with these GTC.

The regulations of this GTC remain invariably effective whether or not individual regulations of this GTC should become completely or partially ineffective due to mandatory legal regulation.

ISG Personalmanagement GmbH (hereinafter ISG) can change or complete these GTC anytime without any previous announcement. Changes and completions are published on the websites <http://www.isg.com> and <https://isgcareer.com>.

ISG works exclusively works only on behalf of its clients, and never for its candidates. ISG therefore points out that in the context of processing job offers that no contract nor binding obligations take place between ISG and the candidates.

## 2. Definition of terms

Potential and qualified candidates are defined as "candidate" – with this, the GTC refers to every individual person, who is contacted by ISG in the context of job offers from clients, who is contacted actively for future occupations or who actively gets in contact with ISG to be considered for future job offers.

"Clients" according to this GTC are enterprises which look for candidates for the occupation of open positions and have commissioned ISG with the search and selection of such persons.

"Job offers" are orders from clients to find candidates suitable for open positions.

These GTC do not represent neither a contract or binding agreement between ISG and the candidates concerning the use of personal information and data provided by each candidate.



### **3. Storage and processing of information and data**

We save personal data in accordance with the respective, most up-to-date data protection law GDPR (EU) in our database.

This database is used by our employees and contracting parties, bound by our contractual agreements, for the search and selection of candidates and for the services connected to that for clients and candidates. ISG periodically informs candidates via e-mail about additional services related to career development. Candidates can object to such contact through the transmission of an e-mail.

To store personal data, ISG exclusively makes use of service providers who ensure the safe storage of data on servers found within Austria. Candidate data will be saved according to the storage duties set in place by law.

ISG does not survey, processes or store sensitive information concerning ethnic origin, sexual or political orientations, religious or philosophical views or affiliation to political unions, such as labor unions.

### **4. Transfer of data**

Generally, the personal data of candidates (including personal documents such as a CV, education documents, testimonials, letter of recommendation, other documents, etc.) are not passed on by ISG to third parties.

The required transmission of personal data in the context of current job offers to clients and for the execution of aptitude tests is excluded – exclusively with the candidate's consent.

According to the verbal or written consent of the data release, the clients are advised of the confidentiality of the documentation provided and are obliged to provide the corresponding protection of data privacy by signing a processing agreement with ISG. The consent of the candidate is only for the current, individual job offer.

### **5. Reception of personal data**

ISG accepts the transmission of personal data from candidates exclusively via uploads on the web page <https://isgcareer.com> and by e-mail. ISG does not accept any postal applications.

### **6. Information about stored personal data and deletion of data**

Based on the respectively underlying legal regulation, candidates can decide which personal information is electronically saved. In addition, any candidate can request their personal data to be deleted at any time from the database. Furthermore, candidates can also choose not to get contacted by ISG.



## **7. Data Security**

All data is stored on servers in an external data center in Vienna, which has hardware specialized in the protection of data privacy.

ISG obliges, reasonably and legally binding, all employees and service providers, with whom ISG works in regards of storing and processing personal data from candidates, to initiate all needed organizational and technical actions to secure personal data from loss, accidental or unauthorized deletion, change, abusive usage, publication or other illegal processing and dispersal.

## **8. Confidentiality**

ISG acts with discretion in regards to internal affairs and information provided by the clients. Only internal information which is explicitly authorized by the client, will be provided to the candidates. The identity of a client is only revealed to a candidate once the conditions chosen by a client are met.

ISG makes a confidential commitment to all candidates and only seeks references when they have concretely agreed to it. ISG will not communicate information concerning the applications of candidates with parties not associated to the organization.

ISG informs clients that all its employees keep strict confidentiality concerning the application documents and process if a candidate has given consent to transmit their formal application.

ISG employees and third parties, who actively participate in an application process, are required to act with complete discretion during and after the process has concluded.

The regulation of the Data Protection Acts are strictly adhered by ISG. ISG assures that unauthorized persons do not receive any access to internal documents or information concerning the process at all.

## **9. Nondiscrimination**

ISG strictly follows the regulations of the GIBG (Austria) and the AGG (Germany).

Candidate profiles transmitted to clients do not contain information which could represent basis for discrimination in accordance with GIBG or AGG with the exception of sex and date of birth.

ISG particularly points out to all clients that sex and age under no circumstance may lead to any sort of discrimination.

## **10. Accuracy of transmitted information and data**

ISG only passes information and client data to candidates at the availability of accurate information. However, ISG is not obliged to verify the correctness of the information and data provided by the clients.

Candidates who enter an application process commit themselves to provide truthful information about their professional background. The authenticity of transmitted documents and the correctness of the detail must be particularly confirmed by the candidate. The candidate agrees that this information can be verified by ISG.



## **11. Remuneration for our services**

Since ISG actively acts in the context of job offers in accordance with contractual relationships with clients, the services of job offers are always free of charge for candidates. Additional services for candidates (e. g. coaching, career consulting, training etc.) may have additional charges if directly organized by a candidate. ISG will explicitly inform in any case that costs may occur for a certain service. The conclusion of a separate contract or agreement is required for such performances.

## **12. Social grace and ethic**

When contacting candidates, ISG commits itself to good manners, politeness and professional behavior. ISG commits itself to this ethical code and expects this from candidates as well. ISG reserves the right to break contact with candidates at anytime, who do not have the advisable degree of manners and professionalism.

Among other things, ISG understands the professionalism of candidates to be the following:

- an adequate cooperation during the acquisition of information and profile construction
- an adequate degree of flexibility, primarily in the temporary availability for interviews
- open and timely communication, if candidates are involved in another application process
- early and open communication by candidates who are not interested in a job offer

## **13. Final Clause**

This contract is established under Austrian Law. The place of jurisdiction is Vienna, Austria. The invalidity of any single point within this GTC does not make this contract obsolete by any means.

**ISG Personalmanagement GmbH,  
Vienna, January 2021**