Terms and Conditions

**§1 Scope**

**§ 1.1** These are the General Terms and Conditions ("Terms") of Silvan Consulting LLC ("Silvan"). The services of Silvan include the placement of (“candidates”) with companies ("Clients") for all types of jobs, e.g. as managers, employees, freelancers, Consultants, and the consultation of candidates in relation with potential job opportunities as well as providing advice to employers in their search and selection of matching candidates and other HR issues. Silvan will conduct interviews to select candidates and propose selected candidates to Clients that have suitable vacancies.

**§1.2** These Terms govern the use of all services offered by Silvan.

**§1.3** These Terms apply to all candidates who have sent in a speculative application or have applied for a job advertisement published by Silvan in order to be included in the Silvan database for placement ("Candidates").

**§1.4** At the end of the registration process on the Silvan website, the Candidate declares to have read these Terms and to accept their applicability. Candidates who do not register on the Silvan website but send their application documents in a different way to Silvan and request being placed by Silvan, receive an e-mail confirmation to which the Terms and the Privacy Statement of Silvan are attached.

Candidates who do not accept the Terms are not entitled to be registered with Silvan and cannot be included in the Silvan database. In such case Silvan cannot carry out any placement of these Candidates.

**§1.5** Candidates will NOT INCUR ANY COSTS by registering for the Silvan website, for consulting in relation with potential job opportunities and the placement through Silvan, regardless of the type of job. All services described in these Terms do NOT BEAR ANY COSTS for Candidates. However, Candidates may have to pay their own costs for travelling to job interviews and other costs related thereto unless otherwise agreed with the Clients.

**§1.6** All personal denominations in these Terms apply equally to both genders.

**§2 Candidate Registration for Silvan' Database**

**§2.1** Candidates may register on the Silvan website to be included in the Silvan database by entering their personal data and other application documents into the provided online form or by submitting their documents in other ways (post, e-mail). Based upon the candidate's profile and his preferences, Silvan will try to find a permanent position, a coaching program, an internship, a position as freelancer or Consultant, an executive or co-founder.

**§2.2** By acknowledging these Terms, the Candidate gives his/her consent to be included in the Silvan database. Silvan will record all personal information, files and documents submitted by the Candidate. The Candidate will not incur any costs by doing so.

**§2.3** Silvan shall be entitled to delete or reject the Candidate's profile from the Silvan database at any time and without giving any reasons in case of breaches of these Terms.

**§3 Candidate's Consent to the Usage of Data**

**§3.1** The following terms apply to Candidates in addition to Silvan' Privacy Statement: By registering and voluntarily entering his/her personal data on the Silvan website or by submitting his application documents to Silvan, the Candidate consents to the collection, storage and use of personal data and all information submitted by the Candidate and as required for the placement services described under

1. In particular, the Candidate accepts the following:

• By registering and voluntarily entering his/her data, the Candidate permits Silvan to forward the

data to Clients, who have published a vacancy the Candidate wishes to apply for.

• In addition, the Candidate agrees that Silvan may forward his data and application documents during

the placement process to other Clients of Silvan who have shown interest in the Candidate's qualifications and skills. Candidate data will be forwarded confidentially and after consultation with the Candidate.

• Finally by acknowledging these Terms, the Candidate gives his/her approval that Silvan can regularly notify the Candidate about new vacancies which match his profile or other interesting vacancies.

These notifications are an integral part of the services and provide regular information in relation to the Candidate's job search. The Candidate is entitled to revoke his/her consent at any time and without giving any reasons by sending his/her revocation to the address mentioned at the end of these Terms.

• Occasionally, anonymized Candidate data can be forwarded to interested Clients without informing the Candidate.

The Candidate can revoke his/her consent at any time and without giving any reason and/or request Silvan in writing (also by e-mail) to delete his data from the Silvan database. In this case, Silvan will

delete all Candidate data from the Silvan database. Silvan will treat all data confidentially, not

forward data to uninvolved third parties and not use data for other purposes than mentioned above.

**§4 Services of Silvan**

**§4.1** After a Candidate is entered in the Silvan database, Silvan will try to find a permanent job, a project job, a coaching mentoring program or an internship depending on the Candidate's wish.

Candidates cannot claim Silvan for a successful placement of any type, and Silvan cannot make any predictions about the duration of the placement process, as this is in large part beyond the influence of Silvan.

**§4.2** Candidates included in the Silvan database will be informed regularly about suitable new vacancies or other work opportunities. If the Candidate does not wish to receive such notifications, he will inform Silvan whereupon Silvan will exclude the candidate from the notification service.

**§5 Obligations of the Candidate**

**§5.1** The Candidate is responsible for the content of his profile in the Silvan database. The Candidate is not entitled to create profiles for third persons.

**§5.2** The Candidate shall be obliged to inform Silvan immediately when his career plans or his availability

changes so that the corresponding data in the Silvan database can be amended.

**§5.3** The Candidate has to make sure that all data he transfers to Silvan are free of viruses or other

malware.

**§5.4** The Candidate has to make sure that his/her profile does not contain any sexual, pornographic, immoral, politically radical or other illegal content.

**§5.5** Personal data submitted by the Candidate should not contain detailed personal information (e.g. about disabilities/diseases, pregnancy, political, religious or philosophical believes, trade union membership, personal health and sexual orientation).

**§5.6** The Candidate ensures that all his/her personal data submitted to Silvan or Clients of Silvan is

complete and accurate, in particular in relation to his education and professional career.

**§5.7** If a Clients rejects a Candidate after reviewing his profile or after the job interview, the Candidate requires the prior approval of Silvan should he/her contact the Clients or affiliated companies or their respective contact persons again in order to submit a general application or to apply for a specific vacancy, unless the Candidate was already in contact with the Clients before he used the services of Silvan.

**§5.8** The Candidate shall be obliged to inform Silvan, also upon request by Silvan, about any attempts

of the Clients or affiliated companies to contact the Candidate with the aim to circumvent the fees to be

paid for the services of Silvan. The same applies to all non-affiliated companies and other natural or

juristic persons, for which Silvan established the first contact.

**§5.9** Candidates may have to pay their own costs for travelling to job interviews and other costs related thereto, unless otherwise agreed with the Client.

**§6 Rights of the Candidate**

**§6.1** The registration with Silvan does not limit the Candidate's right to apply for jobs at companies that are not proposed by Silvan, and no claims of Silvan against the Candidate shall arise there from.

**§6.2** Silvan will provide a contact person for the Candidate, the contact will inform the Candidate upon request about his/her application status.

**§7 Confidentiality**

**§7.1** All information the Candidate receives from Silvan during the cooperation shall be treated confidentially and with secrecy and shall not be forwarded or disclosed to third parties; this applies in particular to information about a Clients or an affiliated company that is indicated as confidential or that is not publicly known. Such information shall also be treated strictly confidential after the contract or the contract negotiations have been terminated.

**§7.2** Written information, which Silvan provided to the Candidate in relation with Silvan' services, has to

be returned after the termination of the contract with Silvan or has to be destroyed if requested by Silvan. The Candidate shall be obliged to confirm the destruction of such information in writing if

requested by Silvan.

**§7.3** The Candidate is not allowed to make copies, transcripts or other reproductions of such information.

Electronic files or otherwise electronically stored data have to be deleted immediately. Upon request by Silvan, the Candidate has to confirm or declare in lieu of an oath that the files were deleted.

**§7.4** If the Candidate fails to comply with these confidentiality obligations, Silvan reserves the right to claim damage compensation.

**§8 Limitation of Liability; Exclusion of Warranty**

**§8.1** Regardless of the legal reason, Silvan shall only be liable in cases of willful intent and gross negligence. This liability shall also be applicable to vicarious agents of Silvan.

**§8.2** The limitation of liability does not apply if Silvan or its vicarious agents negligently breach material

contractual obligations or in cases of injuries to life, body or health.

**§8.3** Silvan shall not be liable if the services available at the domain [www.silvanconsulting.com](http://www.silvanconsulting.com) and/or the functionality of the job board are destroyed or do not work properly due to force majeure, strike, lock-outs, disruption of operations or other external disturbances of the infrastructure.

**§8.4** Silvan shall not be liable if third parties illegally access Candidate data for other purposes than intended (e.g. if 'hackers' illegally access the Silvan database) and if third parties misuse application documents and Candidate data because the Candidate enabled such third parties to access his data, e.g. by forwarding his password.

**§ 9 Miscellaneous**

**§9.1** Silvan reserves the right to amend these Terms at any time and without giving any reasons. Silvan

will inform Candidates about any amendments of the Terms in due time. If the Candidate does not object to the validity of the new Terms within six (6) weeks after the day following the receipt of the notification, the new Terms are deemed as being accepted by the Candidate. If the Candidate objects, Silvan shall be entitled to extraordinarily terminate the contract with the Candidate. The notification sent to the Candidate by Silvan will include information about his/her possibilities of objection as well as of the legal consequences in case he does not object to the new Terms.

**§9.2** All written communication between the Candidate and Silvan shall be in text form (e.g. electronic mail “e-mail” or paper mail).

**§9.3** Amendments to, additions to – exhibits or additional clauses differing from these Terms are required to be in written form.

**§9.4** Should any provision in these Terms be or become invalid, the validity of the remaining provisions shall not be affected. In such case, the Candidate and Silvan agree to replace the invalid provision by a legally effective provision, which comes closest to the contractual purpose and its economical intention. The same applies in case of omissions in these Terms.

**§9.5** Silvan reserves the right to claim damage compensation in cases of breach of these Terms or other

legal provisions.

**§9.6** These Terms are governed by the laws of the Commonwealth of Massachusetts, USA. The place of jurisdiction is Worcester County.

§9.7 If these Terms are made available in other languages, the applicability of United States law shall not be affected.

The English version of the Terms is binding for all languages.

**§10 Right of Revocation**

You can revoke this contract in written form (e.g. letter, e-mail) without giving any reason and within 14

days. The period begins upon receipt of this written instruction, however not before the conclusion of the contract and not before our information obligations.

**The revocation is to be submitted to:**

Silvan Consulting Partners LLC

100 Boston Turnpike

Shrewsbury, MA 01545

e-mail: [info@Silvanconsulting.com](mailto:info@Silvanconsulting.com)

**Consequences of Revocation**

In case of an effective revocation, the mutually received services and possible emoluments are to be

returned. Should you not be able to return the possible mutually received services or emoluments received in part or in full, you may have to compensate us accordingly. The time period begins for you when you send off your declaration of revocation, and for us upon receipt of the declaration.

**Note:**

Your right of revocation expires prematurely, if, upon your explicit request, the contract is deemed to be

mutually fulfilled before you make use of your right of revocation.

End of the notification about the right of revocation