General Terms and Conditions

Version 1.0.3 | As of: 21 October 2026

These General Terms and Conditions (“GTC” or “Agreement”) govern access to and use of the AI-powered voice interview service platform and its functionalities provided as the Products (the “Services”), provided by HeyJobs GmbH, a company incorporated under German law, registered with the local court of Berlin-Charlottenburg under HRB 175212 B, with its registered office at Paul-Lincke-Ufer 39/40, 10999 Berlin, Germany (“Provider”, “we”, “us”).

These GTC apply to all customers accessing the Products. MADITA (standalone) may be accessed through a self-service online subscription, a negotiated order form, or a self-service online trial (10 free interviews). HeyMADITA is available exclusively via a negotiated order form and activated as an add-on within a customer's existing HeyJobs recruiting platform contract under an active HeyJobs contract or agreement (FULLFLEX, HeyPakete, or REACH) in place at all times during the Term. The Services are addressed exclusively to companies and entrepreneurs within the meaning of § 14 BGB and not to consumers. In the event of a conflict between these GTC and a signed order form, the order form shall prevail with respect to the specific commercial terms set out therein.

1. Definitions

“Aggregated Data” means data irreversibly anonymised in accordance with Art. 4(1) and Recital 26 GDPR, derived from Customer Data or the Customer's use of the Services.

“Applicable Law” means all laws applicable to the parties, including the GDPR, the AGG and the EU AI Act.

“Candidate” means any natural person who takes part in a voice interview conducted via the Products on behalf of the Customer.

“Customer” means the legal entity that has entered into an order form or activated a subscription.

“Customer Data” means all data submitted to or processed via the Services by or on behalf of the Customer, including personal data of Candidates.

“Confidential Information” means all non-public information disclosed by one party to the other.

“DPA” means the Data Processing Agreement.

“GDPR” means Regulation (EU) 2016/679.

“Order Form” means the order document signed by the parties.

“Products” means, collectively or individually as the context requires, MADITA (standalone) and HeyMADITA, each as further defined as follows: “MADITA” means the AI-powered voice interview functionality described in this document when provided on a standalone basis, independent of any HeyJobs recruiting platform contract; “HeyMADITA” means the AI-powered voice interview functionality described in this document when activated as an add-on within a customer's existing HeyJobs recruiting platform contract under an active HeyJobs contract or agreement (FULLFLEX, HeyPakete, or REACH). Except where a provision expressly states that it applies only to HeyMADITA or only to MADITA, all provisions of this document apply equally to both Products.

“Services” means the Products, including the recruiter dashboard, transcripts, scoring results and related features. For MADITA (standalone) only, Services additionally include ATS integrations.

“Term” means the period of access entitlement.

“Users” means the Customer's authorised employees, contractors or representatives.

2. Scope of Services

The Provider grants the Customer a non-exclusive, non-transferable, revocable right to access and use the Services during the Term, solely for the Customer's internal recruiting purposes. The Products conduct structured, automated voice interviews (15 to 30 minutes) on behalf of the Customer and provide summarised candidate profiles, full transcripts, key highlights and, where applicable, ATS integration. HeyMADITA operates via the Customer's existing HeyJobs recruiting platform on which it is activated as an add-on; no separate ATS integration is established or provided for HeyMADITA. References to ATS integration elsewhere in this Agreement apply to MADITA (standalone) only.

The Services are provided as a Software-as-a-Service (SaaS) platform; the Provider does not provide recruiting, HR consulting or legal advisory services. The Provider may modify, update or discontinue features, provided that material changes are notified at least 30 days in advance in writing and the core functionality is not materially diminished during the Term without the Customer's consent.

The Provider will use commercially reasonable efforts to ensure availability of 99.5% in any calendar month, excluding notified maintenance windows (at least 48 hours' notice) and circumstances beyond its reasonable control. The Provider's sole obligation in the event of non-compliance is to restore availability as soon as practicable; no service credits apply, unless the non-compliance constitutes a breach of a cardinal obligation (Section 13.5).

The Provider may refuse the configuration or operation of interviews where these are based on criteria, content or instructions that violate Applicable Law (including the AGG), infringe third-party rights, or are otherwise unlawful, discriminatory or improper.

3. Subscription Plans and Commercial Terms

This Section 3 applies to MADITA (standalone) only. HeyMADITA is sold exclusively pursuant to a signed Order Form, is not available as a self-service subscription or self-service trial, and requires an active HeyJobs contract or agreement (FULLFLEX, HeyPakete, or REACH) as a condition precedent to activation and for the duration of the Term. If the Customer's HeyJobs contract or agreement terminates or lapses, the Provider may suspend or terminate HeyMADITA.

The Provider offers the Services under various plans, as published on the Provider's website or communicated to the Customer in writing. Certain Plans may be activated directly through the website; higher-volume or bespoke arrangements require an Order Form. The applicable Plans are incorporated into this Agreement by reference.

The billing unit is the completed interview. An interview is deemed “completed” once the Candidate has finished the session and the result (transcript, score, highlights) has been generated. An interview that ends prematurely due to a technical failure solely attributable to the Provider, with no usable result, is not deemed completed. If the included volume is exceeded, each additional interview is billed at the applicable overage rate; unused interviews are not carried over.

Monthly Plans are billed in advance and renew automatically unless terminated via the platform before the end of the current billing period. Annual and Multi-Year Plans are billed in advance and renew automatically

unless written notice of non-renewal is given at least 90 days before the renewal date; they cannot be terminated during the Term. No refunds are granted for unused periods, except to the extent required by Applicable Law or agreed in the Order Form.

4. Payment Terms

Invoices for monthly, annual and multi-year Plans are issued in advance at the beginning of each Plan period and are due within 14 days of the invoice date. Overage fees are invoiced at the end of the month in which they are incurred and are also due within 14 days. All amounts are stated in EUR, exclusive of VAT and other applicable taxes.

In the event of late payment, the Provider may, after a reminder and a grace period of 7 calendar days, charge statutory default interest pursuant to § 288 BGB and suspend access in stages. The Provider may adjust the prices applicable to a renewal Term by notifying the Customer before the end of the notice period; price changes do not apply to the current Term. Payments are made by bank transfer or other specified method; invoices are issued electronically.

5. Customer Obligations and Permitted Use

The Customer undertakes to authorise all Users, maintain the confidentiality of credentials, use the Services only for lawful internal recruiting purposes, and comply with all Applicable Law. The Customer shall not sublicense, resell, reverse engineer, use the Services for any purpose other than recruiting, infringe the rights of third parties, or circumvent security measures.

The Customer is responsible for the accuracy and lawfulness of all job-related criteria, questions and configurations. The Provider is not liable for results generated on the basis of criteria provided by the Customer. The Customer shall configure and use the Products solely on the basis of job-related, non-discriminatory criteria in accordance with the General Equal Treatment Act (AGG), assess whether an equivalent alternative application channel is required, and obtain any required works council consent.

The Customer provides in good time all information, credentials and documentation required to configure and operate the Services (including role descriptions, assessment criteria, ATS credentials). The Customer

is solely responsible for the content of all materials, job descriptions and application questions it submits to the Services.

6. AI Transparency and Candidate Disclosure

As the deployer of the Products, the Customer is responsible for ensuring that Candidates are informed, before the start of an interview, that they are interacting with an AI system. The Provider makes a candidate disclosure template available; its use does not relieve the Customer of its independent disclosure obligation.

The Customer shall not use the Products in a manner that deploys subliminal techniques, exploits the vulnerabilities of a group of persons, or constitutes an AI practice prohibited under Applicable Law. The Customer acknowledges that the Products are designed for use as a high-risk AI system in the context of employment selection and confirms its obligations as deployer: meaningful human oversight of hiring decisions, appropriate transparency, and any fundamental rights impact assessment required prior to deployment.

7. Human Oversight and Hiring Decisions

The results of the Products (scored summaries, transcripts, highlights) are intended to support and not to replace human hiring decisions. The Customer ensures that all final hiring decisions are made by a qualified human person.

In accordance with Art. 22 GDPR, the Products' results shall not be used as the sole basis for a decision producing legal or similarly significant effects on Candidates. The Provider is not liable for hiring decisions made by the Customer on the basis of the results.

8. Data Protection

The processing of Candidate personal data is governed by the Data Processing Agreement (DPA), which forms a binding part of this Agreement. The Customer acts as controller (Art. 4(7) GDPR); the Provider

acts as processor (Art. 4(8), Art. 28 GDPR) and processes data only on the Customer's documented instructions.

The Customer is responsible for establishing a legal basis, providing Candidates with a privacy notice (Art. 13, 14 GDPR) and carrying out a data protection impact assessment where required under Art. 35 GDPR. The Customer confirms that it has read and accepted the DPA prior to activating the Products.

9. Aggregated Data

The Provider has an irrevocable, royalty-free and perpetual right to use data derived from Customer Data or the use of the Services that has been anonymised in accordance with Recital 26 GDPR ("Aggregated Data") for the purpose of operating, improving and further developing the Services and for any other lawful purpose, provided that such data does not identify any Customer, User or Candidate, is not sold as a standalone product, is not used to provide targeted competitive insights to third parties, and is processed in accordance with Applicable Law.

Anonymised Aggregated Data does not constitute Customer Data and is not subject to the deletion or return obligations of the DPA; the Customer has no right to access, ownership of, or deletion of it. The Provider will not use identifiable personal data of Candidates for model training or product improvement purposes.

10. Intellectual Property

All Intellectual Property Rights in the Services (platform, models, algorithms, software, documentation and improvements) are and shall remain the exclusive property of the Provider. The Provider grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable licence to use the Services during the Term, which terminates immediately upon expiry or termination.

The Customer retains all rights in the Customer Data and grants the Provider a limited licence to process it as necessary to provide the Services and generate Aggregated Data. The Provider may use Customer feedback without restriction. The Provider is entitled to use the Customer's name, brand and logo to

identify it as a customer in marketing materials; the Customer may withdraw this consent at any time in writing.

11. Confidentiality

Each party keeps the other's Confidential Information confidential and does not disclose it to any third party without prior written consent, except to employees or advisers bound by confidentiality with a need to know, or to the extent required by Applicable Law. The receiving party may use Confidential Information solely to perform its obligations under this Agreement.

The confidentiality obligations do not apply to information that is publicly available, already known, independently developed, or received without restriction from a third party. The confidentiality obligations shall survive for a period of five (5) years following the termination or expiry of this Agreement.

12. Warranties

The Provider warrants that it has the authority to enter into this Agreement, that the Services will be provided in substantial conformity with the documentation, and that it maintains appropriate technical and organisational security measures as set out in the DPA. The Customer warrants its authority, lawful use, and the lawful collection of all Customer Data provided.

Except as expressly set out, the Provider makes no warranties. In particular, it does not warrant that the Services will be error-free or uninterrupted or that the results will be complete, accurate or suitable for any particular purpose. The results are probabilistic in nature and are intended to support human judgement.

13. Limitation of Liability

To the extent permitted, the Provider's total aggregate liability shall not exceed the total fees paid by the Customer in the twelve (12) months immediately preceding the event giving rise to the liability. Neither party is liable for loss of profits, revenue, business or data, indirect, special or consequential damages, or regulatory fines imposed on the Customer, except to the extent caused by the Provider's wilful misconduct or gross negligence.

Liability remains unaffected for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, wilful misconduct (Vorsatz), under the German Product Liability Act, and under § 309 No. 7 BGB. The Provider is not liable for the Customer's hiring decisions; as the decision-maker, the Customer bears sole responsibility for AGG compliance. Where the Provider is liable for breach of a cardinal obligation, such liability is, in cases of simple negligence, limited to the foreseeable, typical damage.

14. Indemnification

The Customer shall indemnify the Provider and its affiliates, officers, directors and employees against all claims, damages, losses and expenses (including reasonable attorneys' fees) arising from the Customer's use of the Services in breach of this Agreement or Applicable Law, from hiring decisions made using the results, from a failure to provide appropriate AI disclosure, or from a breach of its AGG obligations. This indemnification applies on first demand but not to the extent a claim arises directly from the Provider's wilful misconduct or gross negligence.

The Provider shall indemnify the Customer against any third-party claim that the Services as provided and used in accordance with this Agreement infringe third-party Intellectual Property Rights, provided that the Customer promptly notifies the Provider, grants it sole control over the defence, and cooperates reasonably.

15. Term and Termination

The term and the parties' ordinary notice and termination rights are governed by Section 3. Either party may terminate with immediate effect if the other commits a material breach not cured within 30 days (or 5 business days for security-related breaches), becomes insolvent, or ceases business operations. The right to extraordinary termination for cause remains unaffected.

The Provider may suspend or terminate access for non-payment of an undisputed amount after the grace period, for security risks, or where continued provision would breach Applicable Law. Upon termination, all licences terminate immediately; each party returns or destroys the other's Confidential Information; the

Provider deals with Customer Data in accordance with the DPA. Sections 9, 10, 11, 13, 14, 19 and any accrued payment obligations survive.

16. Changes to the Services and the GTC

The Provider may update these GTC from time to time. The Customer will be informed of material changes at least 30 days in advance by email or platform notification. If the Customer does not object within 30 days of receipt, the amended GTC are deemed accepted; the Provider will expressly draw attention to this consequence of deemed acceptance in the notification.

If the Customer objects to a material change within the period, both parties have an extraordinary right of termination. The Customer may terminate with effect from the effective date of the change; in that case the Provider will refund any prepaid fees on a pro rata basis for the unused portion of the Term.

17. Assignment and Transfer to an Entity

The Provider may assign, transfer or novate this Agreement at any time without the Customer's prior consent to an Affiliate, including to a newly incorporated entity established to operate the Products. The Provider will notify the Customer at least 30 days in advance in writing. With effect, the Affiliate assumes all rights and obligations, and all references to “Provider” are construed as references to it. “Affiliate” means any entity that controls HeyJobs GmbH, is controlled by it, or is under common control with it (more than 50% of the voting rights).

The Provider will ensure that the Affiliate is bound on terms no less favourable to the Customer, that sub-processors and security measures are updated, and that any required regulatory registrations are made. If the Customer, acting reasonably, determines material disadvantage, it may raise this within 20 days; if no agreement is reached within 15 days, it may terminate with effect from the transfer date, and the Provider will refund on a pro rata basis. The Customer may not assign without the Provider's prior written consent.

18. Force Majeure

Neither party shall be liable for any failure or delay in performance to the extent caused by circumstances beyond its reasonable control (acts of God, natural disasters, war, civil unrest, governmental action, pandemics or widespread third-party infrastructure failures).

The affected party will notify the other promptly and use reasonable efforts to mitigate. If a Force Majeure Event continues for more than 60 days, either party may terminate this Agreement without liability.

19. Governing Law and Jurisdiction

This Agreement is governed by the laws of the Federal Republic of Germany, excluding its conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes is Berlin, Germany (Amtsgericht Berlin-Charlottenburg / Landgericht Berlin). The Provider reserves the right to bring actions against the Customer also at the Customer's place of business.

20. General Provisions

This Agreement, together with any Order Forms and the DPA, constitutes the entire agreement between the parties and supersedes all prior agreements. These GTC apply exclusively; conflicting terms of the Customer are not accepted. To the extent permitted by law, the parties, acting as entrepreneurs within the meaning of § 14 BGB, waive the application of §§ 312i and 312l BGB.

Amendments must be made in text form (including any waiver of the text-form requirement). Should any provision be invalid, the remaining provisions remain in full force. The Customer may only set off finally determined or acknowledged claims. Notices are given in text form. This Agreement is concluded in German and English; in the event of any conflict, the German version shall prevail. The Agreement does not create any rights for third parties, including Candidates. If you have any questions, please contact legal@madita.ai.