



General Terms and Conditions

1. Identity of the Company

Select4Jobs® is a registered trade name of Tijmen Koelewijn e.U., having its registered office at Innsbruckerstrasse 69 / Top 2, 6108 Scharnitz, Tyrol, Austria, registered with the Austrian Chamber of Commerce (Wirtschaftskammer Österreich) under number 38830914. Wherever these General Terms and Conditions refer to Select4Jobs, this shall be understood to mean Tijmen Koelewijn e.U., operating under the name Select4Jobs.

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Depending on the nature of the respective service, Select4Jobs acts either as a controller or as a processor within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679 – GDPR / DSGVO).

2. Scope of Application and Availability

1. These General Terms and Conditions apply to all offers, assignments, agreements and legal relationships between Select4Jobs and its business clients.
2. These General Terms and Conditions are made available electronically before or at the latest upon conclusion of the agreement by inclusion in or reference in the offer or order confirmation and/or by permanent availability via the Select4Jobs website (<https://select4jobs.com>).
3. By entering into the agreement, the client declares that it has taken note of and agrees to these General Terms and Conditions.
4. The Privacy Policy of Select4Jobs forms an integral part of these General Terms and Conditions and is available via the Select4Jobs website. By entering into the agreement, the client also declares that it has taken note of and agrees to the Privacy Policy.
5. Deviations from these terms are only valid if expressly agreed in writing.
6. Any conflicting or deviating general terms and conditions of the client are expressly excluded.

3. Services

Select4Jobs exclusively provides business-to-business HR and recruitment services as laid down in offers, order confirmations and project documentation. The services include, in particular, the following main services:

1. **Boost4Jobs – Managed Full-Funnel Recruitment**
Integrated recruitment service under which Select4Jobs organises and carries out candidate acquisition for a vacancy within a pre-agreed scope of services. A Boost4Jobs plan may be purchased individually or as part of a package consisting of multiple Boost4Jobs plans.
2. **Recruitment & Selection**
Professional guidance and consultancy in attracting and selecting candidates.
3. **HR & Recruitment Advisory**
Strategic and operational advisory services in the field of Human Resources and recruitment.
4. **Assessments & Methodology (MyDrives)**
Use of assessment instruments and the associated methodology for individual, team and organisational development.
5. **HiringCheck**
Analysis and advisory service for assessing vacancy texts, vacancy positioning, labour market fit, recruitment risks and concrete improvement points for hard-to-fill or underperforming vacancies.



The manner in which Select4Jobs performs its services and processes personal data is further governed by the Privacy Policy and, where applicable, a separate data processing agreement.

4. Boost4Jobs – Specific Conditions

4.1 Description and Scope of Services

1. Boost4Jobs is a managed full-funnel recruitment service under which Select4Jobs carries out activities aimed at generating candidate inflow for a vacancy within the agreed scope of services.
2. A Boost4Jobs plan relates to one agreed job profile within one agreed region or labour market area, unless expressly agreed otherwise in the offer, order confirmation or project documentation.
3. Multiple candidates may be hired for the same agreed job profile within one Boost4Jobs plan without an additional success fee becoming due solely because of the number of hires, unless otherwise agreed in writing.
4. A material change to the job profile, region, employment conditions, target group or other determining parameters may be regarded as a change to the agreed scope of services. In such a case, Select4Jobs is entitled to make additional arrangements or offer a new Boost4Jobs plan.
5. The specific content, duration, activities, channels, volumes, any external resources used and other project-specific conditions are set out in the offer, order confirmation or project documentation.

4.2 Individual Plans and Packages

1. A client may purchase one individual Boost4Jobs plan or a package consisting of multiple Boost4Jobs plans.
2. Each Boost4Jobs plan within a package constitutes a separate engagement within the agreed scope of services and is started and performed separately.
3. The number of Boost4Jobs plans, the validity period of a package, the manner in which the plans may be used and any additional conditions are set out in the relevant offer or order confirmation.
4. After expiry of an agreed validity period, unused Boost4Jobs plans do not entitle the client to a refund, credit or cash payment, unless otherwise agreed in writing.
5. Boost4Jobs plans are intended exclusively for the client that purchased the relevant plan or package and may not be transferred to third parties or affiliated companies without the prior written consent of Select4Jobs.

4.3 Start and Payment

1. An individual Boost4Jobs plan or an agreed package of Boost4Jobs plans is performed after the agreed payment has been received, unless a different payment arrangement has been agreed in writing.
2. The start date of each Boost4Jobs plan is agreed between the parties and may depend, in particular, on the timely availability of information, materials, systems, capacity and any external resources.
3. Advance payment may be required due to the advance reservation of capacity and the deployment or purchase of external resources and services.

4.4 Client Cooperation Obligations

1. The client shall provide all information and materials reasonably required for the performance of Boost4Jobs in a timely, complete and accurate manner.
2. The client warrants the accuracy, completeness and lawfulness of the vacancy data, employment conditions, company information, image and text materials and other information provided.
3. Delays, omissions or changes on the part of the client may affect planning, performance, reach and results and do not in themselves entitle the client to a refund, credit or other compensation.



4.5 Performance and Use of Resources

1. Within the agreed scope of services and with due regard to the arrangements made, Select4Jobs determines how the recruitment activities are carried out operationally.
2. The activities may include, in particular, vacancy and target-group analysis, positioning, campaign and landing-page development, advertising, active candidate outreach, follow-up, candidate communication and initial selection.
3. The extent and use of advertising, active candidate outreach, external channels, systems and other resources are determined by the agreed scope of services of the relevant Boost4Jobs plan.
4. Activities or resources outside the agreed scope of services may only be provided following an additional agreement and may be invoiced separately.

4.6 Obligation of Best Efforts

1. Boost4Jobs expressly constitutes an obligation of best efforts and not an obligation to achieve a specific result, unless expressly agreed otherwise in writing.
2. Select4Jobs gives no guarantee regarding the number of candidates, responses, applications, interviews, candidate suitability, hires, time to fill or any other recruitment results.
3. The final decision regarding invitations, selection, employment conditions and hiring of candidates rests with the client.

4.7 Cancellation and Early Termination

1. Once a Boost4Jobs plan has started or Select4Jobs has demonstrably commenced its preparation, the client may not cancel the plan free of charge.
2. Cancellation or early termination by the client does not entitle the client to a full or partial refund of the agreed fee, unless otherwise agreed in writing.
3. If Select4Jobs agrees in writing to cancellation or postponement before the agreed start date, external costs already incurred, services already performed and reserved capacity may be invoiced separately or offset against amounts already received.

5. Recruitment & Selection

1. Recruitment & Selection includes the introduction and placement of candidates with the client.
2. The services are provided against a pre-agreed fee, regardless of whether this results in the immediate employment of a candidate.
3. If a candidate introduced by Select4Jobs is not hired immediately but is employed by the client or an affiliated company within twelve (12) months after introduction, the agreed fee remains due.
4. Unless otherwise agreed in writing, a down payment is due at the start of the assignment.
5. Invoicing and payment take place in accordance with the agreed terms. Set-off or withholding by the client is excluded.

6. HR & Recruitment Advisory

1. These services comprise strategic and operational advisory services, support and guidance in the field of HR and recruitment.
2. The fee is based on an agreed hourly rate, subscription, project price or other pricing arrangement.
3. Unless otherwise agreed, invoicing takes place based on actual work performed or in accordance with pre-agreed billing periods.
4. These services constitute an obligation of best efforts and not a guarantee of results, unless otherwise agreed in writing.

7. Assessments & Development (MyDrives)

1. These services include, among other things, individual and team assessments, development programmes and coaching or guidance processes.
2. The fee is based on pre-agreed prices, for example per assessment, on an hourly basis or as a project price.
3. These services also constitute an obligation of best efforts and do not include a guarantee of specific outcomes.

8. HiringCheck

1. HiringCheck comprises the analysis of a vacancy, vacancy text, vacancy positioning, labour market fit, recruitment risks and possible improvement points.
2. The outcome of HiringCheck may be recorded in a report, advisory document, scorecard, sample text or verbal explanation, depending on what has been agreed in the offer, order confirmation or project documentation.
3. HiringCheck is performed on the basis of information provided by the client, the available vacancy text, the context provided by the client and, where relevant, available public or general labour market information.
4. The client warrants the accuracy, completeness and lawfulness of the information, vacancy data, company information and other materials provided by it.
5. HiringCheck is an analysis and advisory service and expressly constitutes an obligation of best efforts. Select4Jobs gives no guarantee regarding the number of responses, the quality or suitability of candidates, interviews, hires or the actual filling of the vacancy.
6. Analyses, recommendations, assessments, sample texts and guidance provided by Select4Jobs are intended as professional advice and support for decision-making. The client remains responsible for the final vacancy text, employment conditions, publication, selection, decision-making and compliance with applicable statutory and regulatory requirements.
7. Unless otherwise agreed in writing, HiringCheck reports and related materials are intended exclusively for the client's internal use and may not be published, resold or made available to third parties without the prior written consent of Select4Jobs.

9. Offers and Agreements

1. Offers are non-binding unless expressly stated otherwise.
2. An agreement is concluded by written confirmation from the client or by actual commencement of the performance of the services.
3. Oral commitments are only binding if confirmed in writing.

10. Fees, Payment and Indexation

1. All fees are exclusive of VAT.
2. For Boost4Jobs, the payment arrangement set out in the relevant offer or order confirmation applies. Select4Jobs is entitled to require full advance payment for an individual Boost4Jobs plan or for a package consisting of multiple Boost4Jobs plans. Performance of the services commences only after receipt of the agreed payment, unless otherwise agreed in writing.
3. For HiringCheck, invoicing takes place in accordance with the agreed terms. For one-off analyses or compact advisory products, Select4Jobs may require full advance payment.
4. For all other services, a payment term of 14 days from the invoice date applies, unless otherwise agreed in writing.

5. Select4Jobs is entitled to adjust its prices annually in line with price and cost developments (indexation).
6. The client shall pay invoices no later than fourteen days from the invoice date. Select4Jobs is entitled to invoice hourly services weekly, a recruitment fee immediately or in one or more instalments, and subscriptions monthly.
7. If the client is in default of payment, it owes statutory default interest applicable to business transactions pursuant to Section 456 of the Austrian Commercial Code (UGB). Default interest is calculated from the date on which the default occurs until payment in full.
8. All claims of Select4Jobs against the client become immediately due and payable if:
 - the client exceeds a payment deadline;
 - insolvency proceedings are opened over the client's assets or an application for such proceedings is filed, or a payment deferral or postponement applies;
 - the client (legal entity/company) is dissolved or liquidated;
 - the client (natural person) is placed under statutory adult representation or dies.
9. In the event of late payment, the client shall bear all reasonable extrajudicial costs of debt recovery, in particular collection and reminder costs.

11. Liability and Indemnification

1. The liability of Select4Jobs is limited to direct damage and, in amount, to the invoice amount of the relevant assignment, including where the damage relates to the processing of personal data, insofar as legally permissible.
2. Select4Jobs is not liable for indirect damage, consequential damage, loss of profit or missed business opportunities.
3. The client fully indemnifies Select4Jobs against all claims by third parties, including supervisory authorities, arising from or in connection with information, materials, personal data or instructions provided by the client.

12. Intellectual Property and Client Materials

1. All materials, concepts, methodologies and content developed by Select4Jobs remain the intellectual property of Select4Jobs, unless expressly agreed otherwise in writing.
2. Image, text or other materials provided by the client remain the property of the client.
3. The client warrants that the materials provided may be used lawfully and do not infringe any rights of third parties, including copyright, rights of use or personality rights.

13. Confidentiality and Data Protection (GDPR / DSGVO)

1. The parties undertake to keep confidential all confidential information that becomes known to them in connection with the performance of the agreement.
2. Where Select4Jobs processes personal data in connection with the services, it shall be determined for each processing activity whether Select4Jobs acts as a controller or as a processor within the meaning of Article 4 of the General Data Protection Regulation (Regulation (EU) 2016/679 – GDPR).
3. Where Select4Jobs acts as a processor, personal data is processed exclusively on documented instructions from the client, for the performance of the agreed services and not for Select4Jobs' own purposes.
4. The processing may relate to personal data of (potential) candidates, employees or other data subjects, in particular identification and contact data, career and job-related data and other information made available by the client.



5. Select4Jobs implements appropriate technical and organisational measures in accordance with Article 32 GDPR. These measures constitute an obligation of best efforts and not a guarantee of results.
6. Select4Jobs engages sub-processors only where this is necessary for the performance of the agreement and ensures that appropriate data protection arrangements are in place with them.
7. The client warrants that the personal data transmitted has been lawfully obtained, that the data subjects have been properly informed and that a valid legal basis for processing exists.
8. The client indemnifies Select4Jobs against all claims by third parties and measures or sanctions imposed by supervisory authorities that result from the client's failure to comply properly with the GDPR.
9. Select4Jobs shall support the client, to a reasonable extent, in responding to requests from data subjects or supervisory authorities.
10. These provisions constitute a shortened data processing arrangement where no separate data processing agreement has been concluded. If such an agreement is concluded, that agreement shall prevail.

14. Suspension, Term and Termination

1. Select4Jobs is entitled to suspend the services in whole or in part if the client fails to fulfil its contractual obligations, fails to do so on time or fails to do so properly.
2. Suspension of the services does not entitle the client to a credit or refund of payments already made.
3. If the client fails to fulfil its obligations within a period of three (3) months after suspension, Select4Jobs is entitled to terminate the agreement definitively.
4. Definitive termination pursuant to this article does not entitle the client to a refund or waiver of fees already due or paid.

15. Force Majeure and Changes in Law

1. Select4Jobs is not obliged to perform contractual services insofar as performance is impossible or unreasonable due to force majeure.
2. Changes in statutory or regulatory provisions entitle Select4Jobs to adapt the nature or scope of the services accordingly.

16. Exclusivity and Relationship Protection

1. The agreement does not grant exclusivity unless expressly agreed otherwise in writing.
2. Select4Jobs is entitled to work for other clients at the same time.
3. During the term of the agreement and for twelve (12) months after its termination, the client shall not directly or indirectly employ or engage candidates, contacts or employees introduced by Select4Jobs, unless Select4Jobs has given its prior written consent.

17. Communication

Communication by e-mail and other electronic means of communication is legally effective.

18. Governing Law and Jurisdiction

1. All offers, assignments, agreements and other legal relationships between Select4Jobs and the client are governed exclusively by Austrian law, excluding the conflict-of-law rules of private international law, insofar as legally permissible.



2. Disputes arising from or in connection with the agreement shall be submitted exclusively to the court in Innsbruck, Austria, having jurisdiction over the subject matter, insofar as such a jurisdiction agreement is legally permissible.

19. Final Provisions

1. These General Terms and Conditions were last amended on 16 September 2026 and replace all previous versions.
2. The version of these General Terms and Conditions that was made available to the client before or at the latest upon conclusion of the agreement applies to the relevant agreement. Subsequent amendments apply only to new agreements or where the parties expressly agree in writing that such amendments shall apply.
3. The German-language version prepared for Austria is the original, authentic and legally authoritative version of these General Terms and Conditions (Master Version).
4. The Dutch and English versions are provided solely as translations. In the event of differences in interpretation, translation discrepancies or disputes concerning the content of these General Terms and Conditions, only the German-language Austrian version shall be authoritative.