

**Price list valid from 1 January 2023 until cancelled**

**Offer:**

- Free 4-week placement of your job offer at [www.npo-academy.com/us/job-center.html](http://www.npo-academy.com/us/job-center.html) under the heading "Job Advertisements"

**Optional:**

- Inclusion of the ad by means of a link in the e-newsletters for all special fields (Price US\$300 excl. 20% VAT)
- NPO-Academy draws up the job offer for your organization for US\$300 plus 20% VAT.
- NPO-Academy also carries out the preselection of candidates (prices on request).

The General Terms and Conditions for the Placement of Online Ads of NPO-Academy Americas GmbH

# General Terms and Conditions

for the Placement of Online Ads at [www.npo-academy.com/us](http://www.npo-academy.com/us) (hereinafter "GTC") of NPO-Academy Americas GmbH (hereinafter "NPO-Academy")

## 1. Applicability

- An "advertising agreement" within the meaning of the following GTC is a contract for the publication of one or more ads (advertisements) of the contracting party (hereinafter Advertiser) at [www.npo-academy.com/us](http://www.npo-academy.com/us) for distribution via Internet.
- The Advertiser agrees that the entire business relationship is based exclusively on the GTC of NPO-Academy. Any terms and conditions of the Advertiser that deviate from or conflict with these GTC shall not be recognised. Deviating agreements can only become an integral part of the contract in the event of separate written consent from NPO-Academy.

## 2. Conclusion of the Contract

A contract shall only come about if:

- NPO-Academy has confirmed the order in writing. Written form is observed by sending an email, or
- NPO-Academy distributes the job ad via the internet.

## 3. Scope of Service

- The ad will be displayed at [www.npo-academy.com/us](http://www.npo-academy.com/us) under the heading "Job Advertisements" for 4 weeks.
- In addition, the ad will be included in the e-newsletters of NPO-Academy by means of a link, where potential applicants can download it.
- The contracting parties may agree that NPO-Academy shall draft the job offer for the Advertiser.
- The contracting parties may agree that NPO-Academy shall perform a preselection of candidates based on the previously defined search criteria.

## 4. Prices and Terms of Payment

The prices of NPO-Academy are based on the valid price lists which are available on the Internet under these terms and conditions. The prices published by NPO-Academy at the time of receipt of the contracting party's application are decisive.

The invoice is payable to the designated account of NPO-Academy immediately after receipt. All payments must be made to NPO-Academy free of charge and without deductions immediately after receipt of the invoice. In the event of default, the actual dunning and collection costs as well as default interest of 5% above the base lending rate (§ 247 para. 1 German Civil Code, BGB) will be charged per year. NPO-Academy must also be reimbursed for any legal representation costs incurred in connection with the collection of claims. NPO-Academy shall be entitled to charge US\$30 plus 20% VAT for the first reminder. If an order is cancelled after placement, a fee of US\$250 plus 20% VAT will be charged.

## 5. Transmission of Data

The job offer data must be transmitted in a PDF file. NPO-Academy shall immediately place the ad online at [www.npo-academy.com/us](http://www.npo-academy.com/us). If, for whatever reason, the ad is placed online late at [www.npo-academy.com/us](http://www.npo-academy.com/us), the Advertiser shall not be entitled to any claims. NPO-Academy reserves the right to change the name of the file for reasons of standardization.

## 6. Acceptance of Advertising Orders Subject to Confirmation

NPO-Academy expressly reserves the right not to publish advertising orders owing to the content, origin or technical format. This applies in particular, if the content of the job ad violates good morals, statutory or official prohibitions, or the publication of the advert is unacceptable for NPO-Academy for other reasons. The contracting party shall be notified without delay. In the event of refusal, the contracting party shall not be entitled to assert any claims against NPO-Academy.

**7. Incorrect Appearance of Ads**

Should ads appear to be incorrect, the contracting party may not assert claims for damages or other claims, with the exception of a claim for rectification. Minor corrections shall be carried out free of charge, otherwise a fee will be charged based on the time and effort required.

**8. No Liability for Specific Success**

NPO-Academy does not guarantee any specific success of the publication whatsoever. No claims may be derived against NPO-Academy on the basis of the non-achievement of a goal pursued by the contracting party. The service of NPO-Academy consists solely of the advertisement in the contractually agreed manner or the inclusion of the ad in the e-newsletter of NPO-Academy by means of links.

**9. Recourse Claims**

If claims for damages or other claims are asserted against NPO-Academy due to the publication of ads, especially in the case of unlawful or third-party content, NPO-Academy expressly reserves the right to assert recourse claims against the contracting party. The Advertiser is obligated to fully indemnify and hold NPO-Academy safe and harmless against all claims arising therefrom. The costs of the legal representation shall also be assumed by the Advertiser.

**10. Exclusion of Liability**

NPO-Academy only provides the technical infrastructure for the publication of ads, and with regard to internet users is in this case only an electronic storage medium for ads which were generally not drawn up by NPO-Academy or are not connected with NPO-Academy in any way. The use of the advertising service is at the Advertiser's your own risk. NPO-Academy assumes no liability for the correctness, completeness or currentness of the ads published on the platform and the data and information obtained within the scope of this advertising service. NPO-Academy accepts no liability whatsoever for any damages, whether due to incorrect, incomplete or non-current content or the violation of third-party rights. If the contracting party wishes a job offer to be drawn up, this shall be prepared exclusively on the basis of the information provided by the contracting party and not checked by NPO-Academy for its correctness. Therefore, NPO-Academy cannot be held liable due to incorrect information. The contracting party alone is responsible for the content, in particular, its correctness and the legal permissibility of the images and texts provided for the placement of the ad. Furthermore, any liability of NPO-Academy for damages due to slight or gross negligence is excluded.

**11. Technical Defects**

Any warranty and liability is excluded in the case of impossibility of performance and force majeure or the partial or total failure of the placement of the ad due to technical defects or faults beyond the control of NPO-Academy. NPO-Academy shall in any case subsequently provide the service within a reasonable time and credit the time of the failure.

**12. Applicable Law and Place of Jurisdiction**

Austrian law is agreed; Unless dictated otherwise by mandatory legal provisions, Vienna, Austria shall be agreed as the place of jurisdiction.