

Special terms of data protection and use including consent under data protection law



We, IPG Automotive GmbH, take the issue of data protection very seriously and seek to ensure that your privacy will be sufficiently protected during the use of the services on our careers page and in particular of our on-line application service.

As the body responsible for your data, we would like to explain to you, which personal data we will collect, process and use for which purpose.

In as far as your consent under data protection law is required for this, we have highlighted this within these terms of data protection (bold print, different font).

1. Scope of application of these special terms of data protection and use

Subject to these terms, IPG Automotive GmbH offers all prospects (hereinafter referred to as: applicants) the option of applying with the IPG Automotive Group on-line and free of charge. The IPG Automotive Group consists of IPG Automotive GmbH, Germany; IPG Automotive K.K., Tokyo, Japan; IPG Automotive USA Inc., San Bruno, CA, USA; and IPG Automotive (Shanghai) Ltd., Shanghai, China.

For this purpose, our careers page contains a web-based, electronic application form, through which applicants can send their personal data (form of address, first name, family name), their contact details (postal address, e-mail address and telephone numbers), their expected salary, earliest start date, cover letter, curriculum vitae and certificates (collectively: application data) to apply for a particular vacancy, or as an unsolicited application via an encrypted connection.

An applicant wishing to use this service is required to accept these special terms of data protection and use. To accept the special terms of data protection and use, please check the box "I agree with the special terms of data protection and use for on-line applications and hereby give the consent under data protection law contained therein". This is a prerequisite for continuing the application process by clicking on the "Submit application" button. A link is provided for the applicant to read and consent to the special terms of data protection and use and the corresponding statements of consent under data protection law.

In addition, the special terms of data protection and use are accessible at any time at careers.ipg.de/privacy/

2. Content of the on-line application service

Once the above special terms of data protection and use have been accepted, and the corresponding statements of consent under data protection law have been given, applicants have the option of uploading their application data to our computer. Applicants will receive an automatic confirmation of receipt.

Once they have been received, the application data are matched with vacancies across the entire IPG Automotive Group.

On-line applications referring to a particular vacancy for which the closing date has not yet passed will be forwarded to the respective department within the IPG Automotive Group by our human resources managers once the application data have been submitted to a preliminary check, so that the department can consider the on-line application in the application process. Otherwise the application will be rejected. Unsolicited applications will be checked with respect to the question of whether the applicant can be pointed to a suitable vacancy within the IPG Automotive Group. For this purpose, the application data must be forwarded within the IPG Automotive Group following preselection by us. If there is no suitable vacancy, a preliminary rejection letter will be sent following the check.

3. Matching data with vacancies at the IPG Automotive Group, consent

Treating application data with strict confidentiality and in accordance with the relevant legal data protection provisions is very important to us. We will not forward application data outside of the IPG Automotive Group.

In order to forward application data to the right department within the IPG Automotive Group, or to check within the IPG Automotive Group whether there is a suitable vacancy, the application data which we collect in connection with on-line applications must be forwarded within the IPG Automotive Group. For this purpose, we require applicants to give their prior consent, which is requested in connection with the on-line application services as described in section 1.

By checking the box, the applicant states:

“I hereby consent to my application data being collected, processed and used within the IPG Automotive Group for the purpose of my participation in a particular application process, or for the purpose of checking if there is a suitable vacancy. I am aware of the fact that my application data will be forwarded to companies in countries outside of the EU, where the level of data protection is not equal to that within the EU. As far as this concerns, in particular, the USA, access to my data ordered by the authorities (e.g. the NSA) cannot be excluded.”

The consent will be recorded. For the right of revocation, please see section 9.

4. Statistical evaluation, consent

We will carry out anonymized statistical evaluations with the purpose of continually improving our on-line application service and obtaining an overview of the usage level of this service in general. For this purpose, we require applicants' prior consent to the anonymization of their application data for this purpose. This consent is requested in connection with the on-line application services as described in section 1. After anonymization, no reference to a specific applicant can be made.

By checking the box, the applicant states:

“I hereby consent to my application data being anonymized for the purpose of statistical evaluation (improvement potential, usage of on-line application service) by IPG Automotive GmbH.”

The consent will be recorded. For the right of revocation, please see section 9.

5. Subsequent handling of application data, application database, consent

If the application leads to a contract being signed with us, we will process and use the applicant's application data in accordance with the relevant statutory data protection provisions for the purpose of preparing and signing an employment contract.

We will only add application data to an application database at the applicant's express request – until its revocation – to be accessed by the IPG Automotive Group whenever needed. For this purpose, applicants will have to check another box in the on-line application to state that "I request to be entered into the application database of the IPG Automotive Group until revocation" to give separate consent or they must indicate this in their application.

By checking this additional box, the applicant states:

"I furthermore agree that in the case that my application could no longer be considered, was not successful or if no suitable vacancy existed, IPG Automotive GmbH may add my application data to an application database until revocation by me, and that the IPG Automotive Group may use this data in the case of a vacancy at any time, and may collect, process and use my application data for this purpose. I am aware of the fact that my application data may be collected, processed and used by companies in countries outside of the EU, where the level of data protection is not equal to that within the EU. As far as this concerns, in particular, the USA, access to my data ordered by the authorities (e.g. the NSA) cannot be excluded."

The consent will be recorded. For the right of revocation, please see section 9.

Once the applicant has revoked his/her consent, the application data will be permanently deleted.

6. Applicants' obligations and responsibilities

The applicant agrees to use the on-line application service provided for the purpose of serious applications to the IPG Automotive Group only.

For this reason, the following actions, in particular, are prohibited:

- uploading political texts, advertising, chain letters, junk or mass e-mails or similar material;
- criminal or tortious acts, such as the dissemination of any racist, religious extremist, hate-propagating, violent or pornographic data, fraud, harassment, as well as uploading viruses or other illegal or damaging data;
- pretending to be another person;
- mass applications or comparable, inexpedient actions, such as constant or repeated uploading of material, or uploading of greater data volumes than usual;
- other acts that misuse or impair the functioning of the on-line application service or of our IT system.

Applicants are responsible for the application data they upload. In particular, applicants must ensure and expressly assure us of the fact that the application data do not violate any protective or intellectual property rights, or any other third-party rights.

Apart from the actions prohibited so far, applicants agree to ensure that by uploading their application data, they are not providing any content which

- glorifies violence or contains a link to a website which is not suitable for minors,

- is knowingly wrong or misleading,
- instigates illegal actions, harasses, insults, threatens or is obscene or immoral,
- shows a photograph of a person who has not consented to their photo being uploaded,
- promotes commercial activities, such as snowball systems.

The applicant keeps a backup copy of the uploaded application data.

7. Limitation of Liability

Any damages claims against us shall be subject to intent, gross negligence or culpable violation of essential contractual obligations. Essential contractual obligations are those obligations, the fulfillment of which is instrumental for the proper execution of the contract, the violation of which jeopardizes the purpose of the contract, and in whose fulfillment the client may normally trust. In the case of a slightly negligent violation of essential contractual obligations, our liability will be limited to predictable damage average for this type of contract.

Liability for death, injury to body and health will remain unaffected. Any exclusion or limitation of liability on our part will also extend to the personal liability of our employees, workers, staff, representatives and agents.

We do not have the obligation to save application data. Any liability for the loss of data shall be excluded due to the applicant's obligation to keep a backup copy.

A corresponding limitation of liability will also apply to liability of Group members of the IPG Automotive Group and their employees, workers, staff, representatives and agents.

8. Duration of use, termination of on-line application service, changes

The applicant may use our on-line application service for as long as we provide this service.

We have the right, at any time and without stating the reasons, to terminate the on-line application service with a notice period of 10 days or to exclude an applicant from using the service permanently. If the applicant violates section 6 we have the right to refuse the applicant use of the on-line application service permanently without notice.

Applicants may terminate their use of the service at any time by withdrawing their application in writing (jobs@ipg.de).

The right to terminate for good cause remains unaffected.

We have the right to change these special terms of data protection and use at any time in as far as this is reasonable for the applicant. Changes are considered reasonable in particular if the development of the internet or the development of legislation and case law requires adaptations. The updated general special terms of data protection and use will be considered accepted if the applicant does not reject them within a period of two weeks after receiving the information about the changes by post or e-mail. Of course, applicants may also withdraw their applications in this case at any time. Furthermore, any changes to the special terms of data protection and use will not affect the consent already given.

9. Right of revocation

Applicants have the right to revoke consent (separately or collectively) with future effect at any time. This applies, in particular, to any consent under sections 3–5 of these special terms of data protection and use.

Any revocation must be addressed to:

IPG Automotive GmbH

Human Resources Department
Bannwaldallee 60
D-76185 Karlsruhe

Phone +49 721 98520 0

Fax +49 721 98520 99

E-Mail: jobs@ipg.de

10. Right of access to data, correction, deletion

Applicants have the right to access the data we save about their person at any time. This right includes information without payment about the provenance, the recipient or the category of recipients, as well as about the purpose of saving the data collected. If an applicant's personal data are incorrect or if there is a statutory reason for deleting them, we will correct or delete these data immediately. If any statutory or contractual archiving obligations contradict the deletion of data, we will block access to the respective data.

Applicants may contact our human resources department if they have any questions concerning the collection, processing and use of personal data, as well as if they want to exercise their right to access data, or request correction or deletion, either by post or by e-mail:

IPG Automotive GmbH

Human Resources Department
Bannwaldallee 60
D-76185 Karlsruhe

Phone +49 721 98520 0

Fax +49 721 98520 99

E-Mail: jobs@ipg.de

11. Applicable law, saving clause, general data protection information

The special terms of data protection and use are subject to German law.

If individual provisions of these special terms of data protection and use are or become invalid, the validity of the remaining provisions remains unaffected. The parties will attempt to replace the invalid provision with an adequate provision which reflects the intended purpose of the invalid provision as closely as possible.

Furthermore, we would like to draw attention to the general privacy statement for our websites, which also apply as supplement to our careers pages.