



Terms and Conditions

1. Scope of Application

These Terms and Conditions apply to all contracts, services and offers of

MMC E-Com Systems

Represented by: Robert Cacic

Holsteiner Chaussee 8, 22523 Hamburg, Germany

They apply regardless of the websites, domains, platforms or communication channels through which a contract is concluded. This includes, in particular, contracts concluded via websites, email, messenger services (e.g. WhatsApp) or other electronic means of communication.

Conflicting, deviating or supplementary terms and conditions of the customer shall not apply, even if not expressly objected to, unless MMC E-Com Systems expressly agrees to their validity in text form.

Legally relevant declarations and notifications by the customer in connection with the contract (e.g. setting of deadlines, notices of defects, withdrawal) must be made in text form (e.g. email), unless a stricter form is required by law.

The version of these Terms and Conditions valid at the time of conclusion of the contract shall apply.

2. Subject Matter of the Contract

MMC E-Com Systems provides digital services in the field of creation, optimization and preparation of application documents as well as related supportive services for individuals who wish to apply in Germany or to companies based in Germany.

The subject of the contract is exclusively the specific service booked within the individually agreed scope. The service description valid at the time of conclusion of the contract shall be decisive.

MMC E-Com Systems does not owe a specific success. In particular, no guarantee or assurance is given regarding:

- the arrangement of a job interview,
- employment or hiring,
- positive feedback from companies,
- or official decisions, recognitions or approvals.

The services do not constitute legal advice, official representation or job placement.

MMC E-Com Systems does not act as an employer and does not arrange employment relationships. Responsibility for applications, selection decisions of companies and official or other external procedures lies solely with the customer or the respective third parties.

3. Scope of Services

The scope of services to be provided by MMC E-Com Systems is determined exclusively by the specific offer or package booked and the service description valid at the time of conclusion of the contract.

Only the expressly agreed scope of services shall be decisive. Oral side agreements or expectations beyond the agreed scope do not create any extended service obligation.

Services are provided based on the information, documents and data supplied by the customer. MMC E-Com Systems assumes no responsibility for the accuracy, completeness or timeliness of the information provided.

The customer bears sole responsibility for the content of all submitted information, particularly résumés, certificates, professional details, qualifications and other personal data.

Additional services beyond the agreed scope are not part of the contract and require a separate agreement and, if applicable, additional remuneration.

MMC E-Com Systems is entitled to use suitable assistants or external service providers to fulfill its contractual obligations. There is no entitlement to personal performance by a specific individual.

Delays resulting from incomplete, late or incorrect cooperation by the customer shall not be attributable to MMC E-Com Systems. Agreed deadlines shall be extended accordingly.

The expected processing time depends on the booked package and its respective service description.

Unless expressly agreed otherwise, the processing time is generally between 1 and 6 business days, depending on the booked service.

The processing period begins only upon full receipt of payment and complete and proper submission of all required information and documents.

Business days are Monday to Friday, excluding public holidays at the registered office of MMC E-Com Systems.

Delays due to incomplete, late or incorrect cooperation by the customer shall extend the processing time accordingly.

If the customer expressly requests that MMC E-Com Systems independently draft and formulate the cover letter or other application texts (e.g., by stating “free hand”, “create your own text”, “you decide” or similar confirmation via website, email or messenger), the text will be prepared at MMC E-Com Systems’ professional discretion based on the information provided by the customer.

In such case, no entitlement exists to a specific linguistic style, wording, phrasing or personal expression, provided the created text corresponds to the agreed scope of services.

Complaints based solely on stylistic preferences, personal taste, or subsequent change requests shall not constitute a defect.

The customer is advised to review and approve the final version before use.

If the booked service includes the processing of specific job advertisements provided by the customer or the research of suitable job offers (e.g., “German Job Match”), the service obligation refers exclusively to the time of processing or transmission to the customer.

MMC E-Com Systems does not guarantee the continued availability of any job advertisement.

If a job advertisement provided by the customer or transmitted within the scope of the research is subsequently removed, closed or modified, this shall not constitute a defect of the service, provided the advertisement was publicly accessible at the time of processing or transmission.

The preparation of a new application based on a different job advertisement shall be performed solely as a voluntary gesture of goodwill and without any legal obligation, unless expressly agreed otherwise.

4. Conclusion of Contract

The contract between MMC E-Com Systems and the customer is concluded once the offered service, the price and these Terms and Conditions have been made available and full payment has been made.

The contractual partner is exclusively the person who initiates the payment (hereinafter referred to as the "Payer").

By making the payment, the Payer expressly confirms:

- that they have taken note of and agree to these Terms and Conditions,
- that they are authorized to commission the service,
- that all information provided by them is accurate.

If a person different from the Payer is designated as the service recipient, the Payer expressly agrees, by making the payment, that the service may be provided to that person.

In such case, this constitutes a contract for the benefit of a third party. The Payer remains the sole contractual partner. Rights and obligations arising from the contract exist exclusively between MMC E-Com Systems and the Payer.

MMC E-Com Systems is not obliged to review or consider internal agreements between the Payer and the service recipient.

MMC E-Com Systems shall commence performance only after full receipt of payment. There is no entitlement to performance prior to receipt of payment.

MMC E-Com Systems reserves the right to reject inquiries or orders without stating reasons.

5. Prices and Payment Terms

All prices are stated in Euro unless expressly indicated otherwise.

Remuneration is based on the individually agreed offer or booked package.

Payment must be made in full in advance (prepayment).

Payment is accepted exclusively via PayPal. No other payment methods are accepted.

Full receipt of payment by MMC E-Com Systems is decisive for the conclusion of the contract and commencement of performance.

Any payment or transaction fees, particularly fees charged by payment service providers, shall be borne by the Payer unless expressly assumed by MMC E-Com Systems.

MMC E-Com Systems shall commence performance only after full receipt of payment.

In the event of an unauthorized chargeback, buyer protection claim or other payment reversal by the payment service provider after performance has begun or been completed, the payment claim of MMC E-Com Systems shall remain unaffected.

In such case, the Payer shall be obliged to reimburse the owed amount as well as any resulting costs, fees or damages, to the extent permitted by law.

6. Customer's Duty to Cooperate

The customer is obliged to provide all information, documents and data required for performance completely, accurately and in a timely manner.

The customer bears sole responsibility for the content of all submitted information, including résumés, certificates, qualification documents, identification details and other personal data.

The customer ensures that submitted content:

- is free from third-party rights,
- does not violate statutory provisions,
- and may be processed by MMC E-Com Systems.

If personal data or documents of a third party (in particular a designated service recipient) are submitted, the customer expressly confirms that:

- they are authorized to transfer such data,
- the data subject has consented to the processing,
- no third-party rights are violated.

MMC E-Com Systems is entitled to rely on this declaration and is not obliged to verify such authorization separately.

If the customer fails to fulfill their duties of cooperation fully or in time, MMC E-Com Systems shall not be responsible for resulting delays, limitations or quality impairments. Agreed deadlines shall be extended accordingly.

7. Right of Withdrawal

Consumers within the meaning of Section 13 of the German Civil Code (BGB) are generally entitled to a statutory right of withdrawal.

In contracts for the provision of services, the right of withdrawal expires pursuant to Section 356 (4) BGB if:

- the customer has expressly agreed that MMC E-Com Systems begins performance before the withdrawal period expires,
- the customer has confirmed their knowledge that they lose their right of withdrawal upon commencement of performance,
- and MMC E-Com Systems has begun performance.

The consent and confirmation are obtained during the ordering or payment process before the payment declaration is submitted.

By making the payment, the customer confirms this consent.

Withdrawal is excluded insofar as the statutory requirements for the expiration of the right of withdrawal are fulfilled.

8. Liability

MMC E-Com Systems performs its services with due care. No specific economic or factual success is owed.

MMC E-Com Systems assumes no liability in particular for:

- decisions made by employers,
- the occurrence or non-occurrence of application procedures,
- rejections or lack of responses,
- official decisions or recognition procedures,
- changes in legal or official frameworks,
- or other circumstances beyond its sphere of influence.

Liability for damages is excluded unless otherwise provided below.

MMC E-Com Systems shall be liable without limitation:

- in cases of intent or gross negligence,
- for damages resulting from injury to life, body or health,
- and in cases of mandatory statutory liability.

In cases of slight negligence, liability shall only exist for breach of essential contractual obligations (cardinal obligations) and shall be limited to foreseeable, typical damages.

Any further liability is excluded.

9. Copyright and Rights of Use

All content, texts, documents, layouts, structures, designs, templates and other work results created by MMC E-Com Systems are protected by copyright.

Upon full payment, the customer receives a simple, non-exclusive and non-transferable right of use. This right is limited exclusively to personal use in connection with the service recipient's own applications.

Any transfer to third parties, commercial use, reproduction, publication, public access, further processing or resale is prohibited without prior express consent of MMC E-Com Systems.

In particular, the use of the created content as a template for own commercial services, training courses, agency services or other paid offers is prohibited.

MMC E-Com Systems expressly reserves all further rights to drafts, text modules, structures, working methods, concepts and underlying systems.

All rights of use remain with MMC E-Com Systems until full payment has been made.

10. Confidentiality

MMC E-Com Systems undertakes to treat all information, documents and personal data obtained in the course of cooperation as confidential.

Personal data shall be processed exclusively for the purpose of performing and executing the respective contract and in accordance with applicable data protection laws.

By submitting documents and personal data, the customer declares that such data may be processed for contractual purposes.

If personal data of a designated service recipient or other third parties are submitted, the customer confirms that the data subject has been informed of the data processing and has consented thereto.

Data shall only be transferred to third parties insofar as this is necessary for contract performance or required by law. Engaged service providers are contractually obliged to maintain confidentiality and comply with data protection regulations.

The current Privacy Policy of MMC E-Com Systems is published on the website and forms part of the data protection information.

The obligation of confidentiality continues beyond termination of the contractual relationship.

11. Language

The contract language is German.

If MMC E-Com Systems provides content, information, contractual documents or communication in English or another language, this is solely for better understanding.

In the event of interpretation issues, inconsistencies or legal ambiguities, the German version shall be solely authoritative and legally binding.

12. Final Provisions

The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

If the customer is a merchant, legal entity under public law or special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Hamburg.

Statutory provisions on jurisdiction shall apply to consumers.

If individual provisions of these Terms and Conditions are or become invalid, unenforceable or ineffective, the validity of the remaining provisions shall remain unaffected.

The statutory provision shall replace any invalid or unenforceable clause.

13. Delivery and Completion of Service

The created services shall be provided to the customer in digital form via email or – if agreed or requested by the customer – via a messenger service (e.g., WhatsApp).

Delivery shall be deemed effected once the service has been properly sent to the email address provided by the customer or to the messenger account used by the customer.

The customer is responsible for ensuring the functionality and accessibility of their email inbox and messenger account, including checking spam or junk folders.

The service shall be considered fulfilled once the contractually agreed digital file has been duly transmitted.

Technical issues within the customer's sphere of responsibility shall not affect the completion of the service.

X. Complaints and Subsequent Performance

Complaints must be submitted by the customer without undue delay, at the latest within 7 calendar days after receipt of the service, in text form.

After expiry of this period, the services shall be deemed accepted as contractually compliant unless an obvious defect exists.

If the service objectively does not correspond to the agreed scope, MMC E-Com Systems shall have the right to remedy the defect once within a reasonable period.

A refund claim exists only if subsequent performance has definitively failed and a substantial defect exists.

Subjective dissatisfaction, differing expectations, matters of taste or subsequent change requests do not constitute a defect.

Mandatory statutory warranty rights remain unaffected.

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