



## **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.

Insofar as services include information relating to recognition, Anabin classifications, visa requirements, training pathways, study options or other possible pathways to Germany, such information constitutes general non-binding orientation only and does not constitute any binding pre-assessment, approval or commitment by a competent authority or other official body.

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.

Insofar as MMC E-Com Systems provides general assessments regarding possible pathways to Germany, qualifications, the Anabin database, visa-related requirements, recognition matters or general procedural steps within the scope of individual services, such assessments are provided solely as non-binding general orientation based on the information supplied by the customer and publicly accessible sources. No binding legal, official or formal review, recognition or decision is owed.

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.

### **3.1 Germany Job Application Program (Full Support)**

The “Germany Job Application Program (Full Support)” is a structured service providing guided support for individuals in preparing job applications and planning their professional path to Germany.

Before the program begins, a free initial qualification check is conducted using the official Anabin database. This check is used to assess whether the client’s qualification is recognized or comparable in Germany and whether the intended path is generally realistic. This check does not constitute an official recognition.

During active service periods, the service includes in particular:

- Review of realistic pathways based on the client’s profile
- Support in identifying suitable and visa-relevant job opportunities
- Preparation of one professionally structured CV in German
- Preparation of up to five (5) individually tailored job applications per active month, each based on specific job postings
- Preparation of all application documents in German in accordance with common standards of the German job market
- General guidance regarding visa-related steps (e.g. VIDEX forms)
- Preparation of Anabin recognition proof for presentation at the German Embassy
- General guidance regarding recognition procedures where applicable
- General guidance regarding administrative processes in Germany
- General guidance regarding housing search in Germany
- 1:1 support via WhatsApp or e-mail during active service periods

Applications are prepared exclusively based on specific job postings provided by the client or explicitly approved by the client.

The program has a minimum duration of three (3) active months.

An active month is defined as a period in which MMC E-Com Systems provides services in accordance with the agreed scope.

After the minimum term, the program automatically extends by one (1) additional active month unless terminated by the client or MMC E-Com Systems.

Termination is possible at any time with effect at the end of the current active month in text form (e.g. via e-mail or WhatsApp). Any active month that has already begun will be charged in full.

Billing is based exclusively on active service periods (“active months”).

In cases where no active service can reasonably be provided (e.g. waiting periods for an appointment at the German Embassy after receiving a job offer), the program may be paused upon request of the client.

A pause requires appropriate proof of the waiting period (e.g. embassy appointment confirmation or comparable documentation).

The decision to grant a pause lies at the sole discretion of MMC E-Com Systems. A pause only becomes effective after explicit confirmation in text form by MMC E-Com Systems.

No fees are charged during an approved pause period.

After the pause ends, the remaining minimum term continues. Already used active months are taken into account.

The client is responsible for providing all required information in a complete and truthful manner. All applications and documents prepared by the provider are submitted independently by the client.

The service is limited to the scope described above. In particular, no job placement is provided and no guarantee is given for employment, visa approval, or any specific outcome. No legal advice is provided and no communication with authorities is carried out on behalf of the client.

Payment is made via PayPal unless otherwise agreed.

### **3.2 Basic Package**

The “Basic Package” is a one-time service for the preparation of an individual job application for a specific position on the German job market.

The service includes in particular:

- Preparation of a complete application consisting of CV and cover letter
- Preparation of all application documents in German in accordance with common standards of the German job market
- Individual tailoring of the application based on a job posting provided by the client
- Delivery of the application documents as a ready-to-send PDF file
- Additional explanation of the content in English

The client is required to provide a specific job posting as well as all necessary information and documents in a complete and truthful manner.

The service is limited to the preparation of one (1) application. Additional adjustments or further applications are not included in the Basic Package.

All application documents prepared by the provider are submitted independently by the client.

No guarantee is given for employment or for receiving a response from employers. No job placement is provided.

Payment is made in advance via PayPal unless otherwise agreed.

### **3.3 German CV Only**

The “German CV Only” service is a one-time service for the preparation of a professional CV in German based on the information provided by the client.

The service includes in particular:

- Preparation of a structured CV in German in accordance with common standards of the German job market
- Organization and structuring of the information provided by the client into a clear and recruiter-friendly format
- Optional: integration of a profile photo provided by the client
- Delivery of the CV as a ready-to-send PDF file
- Additional explanation of the content in English

The client is required to provide all necessary information in a complete and truthful manner. If no existing CV is available, the client must provide the required information in an appropriate format (e.g. bullet points).

The service is limited to the preparation of one (1) CV. Additional adjustments or additional versions are not included in this service.

No cover letter is prepared and no individual tailoring to specific job postings is included.

No guarantee is given for employment or for receiving a response from employers. No job placement is provided.

Payment is made in advance via PayPal unless otherwise agreed.

### **3.4 German Job Match**

The “German Job Match” service is a one-time service for researching suitable job opportunities on the German job market based on the information provided by the client.

The service includes in particular:

- Analysis of the client’s qualification and desired field of work
- Research of up to five (5) suitable job postings on the German job market
- Consideration of the client’s preferences (e.g. major cities or Germany-wide)
- Delivery of a structured overview of the identified job opportunities

The client is required to provide all necessary information in a complete and truthful manner, in particular details regarding their qualification, desired profession, and location preferences.

The service is limited exclusively to the research and provision of publicly available job postings. No applications are submitted.

No assessment is made in terms of legal or official recognition of qualifications. No guarantee is given for employment or for receiving a response from employers.

No job placement is provided.

Payment is made in advance via PayPal unless otherwise agreed.

### **3.5 Application Quality Check**

The “Application Quality Check” service is a one-time service for reviewing existing application documents based on the materials provided by the client.

The service includes in particular:

- Analysis of the existing CV and/or cover letter
- Evaluation of the documents in relation to the requirements of the German job market
- Structured and clear improvement suggestions
- Delivery of the feedback in written form

The client is required to provide the documents to be reviewed in full and in an appropriate format.

The service is limited exclusively to analysis and feedback. No rewriting, preparation, or adjustment of application documents is included.

No guarantee is given for employment or for receiving a response from employers. No job placement is provided.

Payment is made in advance via PayPal unless otherwise agreed.

### **3.6 Germany Profile Check**

The “Germany Profile Check” is a one-time digital service for the structured initial assessment of possible pathways of the client to Germany based on the information provided by the client.

The service includes in particular:

- review and structured assessment of possible pathways to Germany, in particular with regard to work, vocational training and study, insofar as these may generally be considered based on the client’s profile
- general orientation regarding the client’s qualification with reference to the Anabin database
- general assessment as to whether the qualification and/or educational institution stated by the client appears to be recognized, classified accordingly or otherwise relevant based on accessible Anabin information
- provision of an Anabin extract or corresponding documentation from publicly accessible sources for informational and presentation purposes
- general information on typical requirements of the pathways under consideration, in particular possible requirements for a work visa, vocational training visa or study pathway

- general information on sensible next steps based on the submitted profile
- provision of the result in structured written form, in particular as a PDF

The service serves exclusively as general professional and organizational orientation for the client.

In particular, the following are not owed:

- an official recognition or equivalency determination
- a binding review by an authority, embassy, university, chamber or other official body
- legal advice
- representation before authorities
- any guarantee of visa approval, recognition, university admission, vocational training placement, employment or any other outcome

Insofar as the Germany Profile Check contains information regarding Anabin classifications, recognition options, visa-related requirements or other conditions, such information constitutes non-binding general information and orientation only. Solely the decisions of the competent authorities, universities, employers, chambers or other bodies shall be decisive.

The client is obliged to provide all information relevant for the assessment completely and truthfully. MMC E-Com Systems is entitled to provide the service based on the information submitted by the client without being required to verify its material accuracy in every detail.

Payment shall be made in advance via PayPal unless otherwise agreed.

#### **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.

This applies in particular also to assessments, indications or orientation provided within the scope of the Germany Profile Check insofar as these are based on the information supplied by the client and correspond to the agreed scope of services.

Mandatory statutory warranty rights remain unaffected.

**Last updated:** April 06, 2026