

# General Terms and Conditions for Online Media

The following General Terms and Conditions (hereinafter referred to as the 'GTCs') govern the relationship between the Marketer and the Customer with respect to issuing and processing advertising orders for online media marketed by the Marketer, provided there is no other written agreement to the contrary. Where these do not fall within the scope of the General Terms and Conditions for Newspapers or Magazines, the GTCs shall also apply to advertising orders for mobile and tablet PC applications ('apps') and e-papers marketed by the Marketer. The Customer may access, print, download or save these GTCs at any time at [www.mediapilot.de/en/agb/](http://www.mediapilot.de/en/agb/).

## 1. Definitions

**1.1** 'Offer' pursuant to these GTCs is the Marketer's offer to publish one or more advertisements in media, information and communication services, particularly the World Wide Web (hereinafter referred to jointly as 'online media') for the purpose of dissemination. If not expressly designated as a binding offer, the Marketer's offers remain subject to change without notice, i.e. they are non-binding, and shall be subject to the availability of the services offered.

**1.2** 'Advertising order' pursuant to these GTCs is a Customer's offer to publish one or more advertisements or other promotional materials (hereinafter referred to jointly as 'advertisements') on behalf of an advertiser or other party purchasing advertising space (hereinafter referred to jointly as 'advertisers') in online media for the purpose of dissemination. The Customer may be an agency or an advertiser.

**1.3** An advertisement pursuant to these GTCs can consist of one or more of the following elements: an image and/or text, sequences of sounds and/or moving images (incl. banners, video), a sensitive area which, when clicked, creates a link to further data in the Customer's domain using an online address supplied by the Customer (e.g. link).

**1.4** 'Marketer' refers to Media Impact GmbH & Co. KG for all online media marketed by it, even if such online media are operated by third parties. With respect to the marketing of online media of B.Z. and/or BILD BERLIN-BRANDENBURG by B.Z. Ullstein GmbH, the latter shall take the place of Media Impact GmbH & Co. KG. For marketing of online media of Axel Springer Auto Verlag GmbH by Axel Springer Auto Verlag GmbH, the latter shall take the place of Media Impact GmbH & Co. KG. For marketing of online media of the COMPUTER BILD Group by Computer BILD Digital GmbH, the latter shall take the place of Media Impact GmbH & Co. KG. For marketing of online media of the SPORT BILD Group, Axel Springer Sport Verlag GmbH shall take the place of Media Impact GmbH & Co. KG.

**1.5** 'Usage-based online advertising' pursuant to these GTCs is any online advertising that is delivered based on a user's previous internet usage and the assignment of a user to a particular target group based on this usage behaviour.

## 2. Conclusion of contract

**2.1** Provided there is no individual agreement to the contrary, a contract for an advertising order shall be concluded when the advertisement is published (in the case of multiple advertisements, this refers to the first advertisement) in the online media marketed by the Marketer or on written confirmation from the Marketer. If the Marketer provides a binding offer, the contract shall be concluded when the Customer accepts the offer.

**2.2** Should there only be an overall advertising volume specified in the advertising order, the Marketer shall determine the extent and scheduling of the individual publication of advertisements, depending on availability, in agreement with the Customer or otherwise at its reasonable discretion taking into consideration the Customer's interests. The Customer shall ensure that the contractual publications are actually booked within the contract term.

**2.3** If agencies issue an advertising order, the contract shall be concluded with the agency, subject to any other written agreements. The agency shall, on request and before conclusion of the contract, be obligated to provide the Marketer with proof of its commercial licence by submitting an extract from the Commercial Register as well as proof of mandate.

**2.4** Advertising orders from advertising and media agencies shall only be accepted for advertisers that are explicitly specified by name. An advertisement for the products or services of a party other than the advertiser specified in the order requires the Marketer's prior written consent in all cases.

**2.5** If the Marketer has third-party market orders or agreements, the third party shall act as the Marketer's representative and on its behalf.

**2.6** If agency commissions are not excluded, an agency fee of 15% of the net invoice amount shall be paid on all orders for booking of advertising space issued by an advertising agency recognised by the Marketer, i.e. on the invoice amount excluding value added tax and after deduction of any discounts. The fee thus expressly excludes set-up fees, technical costs and remuneration for creative services, plus all targeting products.

**2.7** Any amendments of and additions to contracts and deviations from these GTCs must be made in writing. For contract amendments and additions, this also applies to cancellation of the written form clause.

**2.8** In the case of orders submitted by agencies, the Marketer reserves the right to also forward order confirmations to the agency's customer.

**2.9** If the Customer books advertisements for online media from the Marketer under contract, without said advertisements being exclusively marketed by the Marketer, or advertisements other than online advertisements, the Marketer shall be unable to offer a binding commitment for the scheduling of advertisements. Any and all details of publication dates are therefore to be understood as subject to change.

## 3. Publication of advertisements

**3.1** The design and editorial authority over the websites marketed by the Marketer are the responsibility of the respective online media outlet. With respect to booked advertisements, the Marketer therefore reserves the right to postpone publication as well as the right to change the structure of sites and/or designations for sections at any time. If advertisements are only to be published on certain dates or in certain parts of online media, this requires express agreement with the Marketer. A minor relocation of the online advertisement within the agreed setting is permissible if the relocation has no significant influence on the advertisement's advertising impact. The orders for these advertisements must be submitted to the Marketer early enough that the Customer can be informed before the publication date if the order cannot be carried out as requested. Classified advertisements are published in the relevant category without the need for a specific agreement.

**3.2** Irrespective of publication in online media, the Marketer shall be entitled, but not obligated, to publish advertisements in other online media owned and operated by the Marketer and its affiliated companies within the scope of technical feasibility. The artwork submitted for online media may be adapted as needed.

**3.3** Advertisements are offered and delivered as multi-screen (websites, mobile websites, apps, Accelerated Mobile Pages, etc.) as standard. After consultation and corresponding amendment of the offer, the Marketer may restrict dissemination to certain channels.

**3.4** Exclusion of competing advertisements is generally not permitted.

**3.5** Except where special contractual agreements determine otherwise, the Marketer shall run the online advertisements in the advertising space during the booked period and/or until the booked media service is fulfilled.

The Marketer shall report to the Customer on the number of AdImpressions and/or AdClicks accrued during the campaign in a format to be determined by the Marketer. For long-term campaigns, monthly statements shall be issued. In the event of under-delivery, the Marketer – to the extent possible and appropriate – shall provide a follow-up supply of the number of AdImpressions agreed with the Customer. This follow-up supply – subject to any special agreements in writing – shall generally occur after the period agreed in the contract.

**3.6** Measurement of billable metrics (such as AdImpressions, views) is determined by the number of billable metrics identified by the Marketer's ad server. The Customer is at liberty to prove that the actual measurement differs

from this figure. However, a discrepancy of 10% or less shall not be taken into account.

**3.7** If the Customer proves pursuant to para. 3.6 that the actual measurements differ from the measurements provided by the Marketer by more than 10%, the following shall apply to billable metrics that exceed the 10% discrepancy (hereinafter referred to as 'excess discrepancy'):

The Customer must inform the Marketer of the excess discrepancy without delay and, if possible, during the campaign period by sending an email to [ads@axelspringer.de](mailto:ads@axelspringer.de). The Parties shall jointly examine the reason for the excess discrepancy and endeavour to remedy the underlying cause. If it transpires that the error arose during the measurement of billable metrics by the Marketer, the measurements provided by the Marketer as calculated without the identified error ultimately apply. If the underlying cause cannot be clearly identified, the Parties shall take the mean of the number of billable metrics.

## 4. Customer's obligations and Marketer's right of refusal

**4.1** The Customer is responsible for ensuring that the content it provides, particularly advertisements and the websites to which the respective advertisement refers, is designed in such a way that the content does not breach statutory provisions and, in particular, that it complies with the provisions set down in the German Youth Protection Act, the German Press Act, the German Competition Act, the German Data Protection Act, the German Criminal Code and the German Media Services Act. In the event of a breach of clause 1, the Customer shall indemnify the Marketer for any and all costs incurred by the Marketer as a result of such breach, including the costs for legal defence, in full and upon its first request to do so. The Marketer has no obligation to review the advertisements before publication online or in print.

**4.2** The publication of usage-based online advertising for the Customer requires the Customer to be in possession of certification in accordance with the IAB Europe EU Framework for Online Behavioural Advertising ('EDAA-OBA certification'). By ordering the publication of usage-based online advertising, the Customer confirms possession of an EDAA-OBA certification. The Customer is required to provide the Marketer with the relevant certification on request.

**4.3** The Marketer reserves the right to refuse to publish advertisements or other promotional materials, particularly if their content breaches laws or regulatory provisions, if an objection to their content has been lodged by the German Advertising Standards Council in complaint proceedings or if their publication would harm the rights of third parties or the Marketer's interests because of their content, design, origin or technical form. Rejection of an advertisement shall be communicated to the Customer immediately. The Marketer has the right to reject advertisements whose design resembles the design of the online media in which they are to appear in order to preserve its journalistic integrity. Advertisements that are designed to look like articles must feature a font other than the online media's standard font and be marked with the word 'Advertisement'. Advertisements that do not appear to be promotional publications because of their format must be clearly marked as such by the Marketer with the word 'Advertisement'.

**4.4** Promotional materials that contain advertising by or for third parties (tie-in advertising) require the prior written consent of the Marketer in all cases. The advertisers must be specified by name. The Marketer reserves the right to charge a tie-in premium or to offer a different discount.

**4.5** The Customer must maintain websites that are to be linked to from its advertisements for the entire term of the contract.

**4.6** If the Customer has been or is warned about the content of an advertisement or if it has entered into or enters into a legally binding obligation to refrain from using certain content, the Customer must inform the Marketer to this effect immediately. If the Customer fails to abide by this obligation, the Marketer shall not be liable for the damage caused by the Customer as a result of the repeated publication of the advertising (content) that is subject to complaint.



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**4.7** The Marketer is entitled to suspend the publication of booked advertisements if and to the extent that, or so long as, the Customer has changed the content which is linked via hyperlink from the banner and/or there is suspicion of unlawful advertisements and/or unlawful content of a linked website and/or an infringement of third-party rights and/or the Customer is in default on payment of the remuneration. This applies particularly to cases where third parties assert claims against the Marketer or the Customer arising from publication of the booked advertisement or, in the case of investigations by government authorities, because of such content. This does not affect the Marketer's claim to remuneration.

## 5. Transmission of online advertising

**5.1** The Customer is responsible for the proper delivery of templates that particularly conform to the Marketer's guidelines or technical specifications for the creation and transmission of online advertising (please refer to the information on technical specifications for online advertising at <https://www.mediaimpact.de/specs/index.html>) including all content, information, data, files and other materials required for the advertisement (hereinafter referred to as 'templates'); these must be provided in full, free of errors and viruses and in good time (i.e. no less than five working days before publication) and adequately marked to enable use by the Marketer. If the Marketer is commissioned to publish usage-based online advertising, the guidelines for the Customer may require in particular that the promotional materials to be published be delivered with the relevant OBA icon already implemented. Undesired publication results caused by the Customer deviating from the Marketer's recommendations do not justify claims for a price reduction. The Marketer is not obligated to review content for completeness or accuracy.

**5.2** The Customer must pay the costs incurred by the Marketer for changes to templates requested or caused by the Customer.

**5.3** The Customer must ensure that digital files that contain templates are free from computer viruses before they are sent.

In particular, the Customer is obligated to use commercially available anti-virus programs that meet the latest technical standards at all times. If the Marketer discovers a harmful element as described above in a file sent to it, the Marketer shall

refrain from using this file and, if necessary to prevent or limit damage (in particular, to prevent the harmful element from entering the Marketer's IT equipment), delete it; the Customer shall not be entitled to assert a claim for damages in this case. The Marketer reserves the right to assert claims for damages against the Customer if a harmful element infiltrates its systems because of actions by the Customer that result in the Marketer incurring damage or loss.

**5.4** For deliveries of advertisements that are not made on time or are incomplete and/or not compliant with the technical specifications, the Marketer is entitled to use the intended placement for other purposes until error-free delivery is made. The contract shall then be executed at a later date at the Marketer's discretion. The Customer is nevertheless obligated to pay the booking price in full.

**5.5** If an advertising order is not carried out or is carried out incorrectly because the Customer breaches its duties of cooperation, particularly if it does not submit templates on time or if the copy is incomplete and/or defective or if it has been labelled incorrectly or deleted as defined in para. 5.3, the Marketer shall still be entitled to the agreed remuneration.

**5.6** Irrespective of the submission of digital copy, a written order that contains information about the content of the advertisement must be issued. Delivery of templates alone does not constitute an issued order.

**5.7** Templates shall only be returned at the Customer's express request. The obligation to retain the templates shall end one month after the initial publication of the advertisement or other promotional materials.

**5.8** For editorial coordination, each Party shall appoint a responsible contact.

**5.9** In exceptional cases, the Marketer may allow the delivery of advertisements through an external ad server. In this case, the Marketer reserves the right to inspect advertisement designs before

publication and also to reject such publication where necessary. The Customer is obligated to supply these advertisement designs to the Marketer for the purposes of inspection and to also present any subsequent changes to the Marketer.

## 6. Defects

**6.1** If the published advertisement does not meet the contractually agreed level of quality or service, the Customer shall be entitled to a discount or to a replacement advertisement free of defects, but only to the extent that the purpose of the advertisement has been affected. The Marketer has the right to refuse to offer a replacement advertisement or republication if

(a) doing so would require a level of effort that is grossly disproportionate to the Customer's performance interest in view of the content of the contractual obligations and the principles of good faith, or

(b) the Marketer would only be able to do so at a disproportionately high expense. If the Marketer allows the legally stipulated deadline for publication of a replacement advertisement or other promotional materials to lapse or if the replacement advertisement/republication once again contains errors, the Customer shall be entitled to a discount or to cancel the order. If the defects in the advertisement or other promotional materials are minor, the Customer shall not have the right to cancel the order.

**6.2** The Customer shall check the advertisement immediately after first publication. If the Customer is a merchant, the claims for defects must be asserted with the Marketer immediately after publication, unless said defects are not obvious, in which case the deadline shall be six months. If the Customer is a consumer, claims for obvious defects must be asserted within two weeks; claims for defects that are not obvious must be asserted within one year of the statutory period of limitation commencing.

**6.3** The Marketer shall be liable for all damages, irrespective of whether they arise from breach of contractual obligation or from tort liability, pursuant to the following provisions:

(a) In the case of gross negligence, liability to commercial entities shall be limited to compensation for customary and foreseeable damage and loss; this limitation shall not apply if the damage and loss is caused by the Marketer's legal representatives or senior staff.

(b) In the case of simple negligence, the Marketer shall only be liable if a material contractual obligation has been breached, a warranty has been provided or there has been fraudulent misrepresentation. Liability in such cases is limited to customary and foreseeable damage and loss. In the case of liability for damage and loss that is only customary and foreseeable, there shall be no liability for indirect damage and loss, consequential damage and loss, or lost profits.

**6.4** All claims asserted against the Marketer as a result of a breach of contractual obligation shall lapse within one year from commencement of the statutory period of limitation, provided such claims do not arise from intentional or grossly negligent conduct.

**6.5** For claims asserted based on the German Product Liability Act and in the event of injury to life, limb or health, the Marketer shall have unlimited liability in accordance with the statutory provisions.

## 7. Screenshots

Screenshots shall only be provided at the Customer's express request. The Marketer shall correct all errors of which it is advised before publication or by the deadline set when the screenshots are sent to the Customer.

## 8. Payments

**8.1** Invoices are issued monthly based on the provision of the services. Invoices may also relate to parts of the overall order. The final invoice is issued following the end of the complete provision of services, unless otherwise agreed in individual cases. Payment terms: payable immediately upon receipt of invoice net cash, unless otherwise agreed in these GTCs or in writing in individual cases. A discount in the amount of 1% of the invoiced amount incl. VAT shall be granted on pre-payment of the entire invoiced amount before the beginning of the provision of service or a direct debit authorisation submitted upon issue of the order at the latest. The Marketer reserves the right in justified

cases (such as a new business relationship) to demand advance payment before publication. If it has been agreed that the direct debit method shall be used to pay invoices, the Marketer shall be obligated to inform the Customer of the amount and date of the debit in advance. This pre-notification must be given at least one business day prior to the account debit.

**8.2** The Customer may only offset the Marketer's claims with uncontested or legally established claims. If the Customer is a commercial entity, it shall only be entitled to exercise the right of retention if the counter-claim is uncontested or legally established and it is based on the same contractual relationship.

**8.3** In the event of late payment, reasonable late payment fees shall be charged in addition to the statutory default interest. The Marketer may also suspend the further execution of an ongoing advertising order or agreement until payment is received and may demand advance payment for the remaining advertisements.

**8.4** If there is justified cause to doubt the Customer's ability to pay, the Marketer shall be entitled to make the publication of further advertisements contingent on advance payment of the amount due as well as payment of any outstanding amounts, and it may do so during the term of the contract and irrespective of any payment terms that were originally agreed.

## 9. Specimen copy

Upon request, the Marketer shall provide a specimen copy for advertisements and other promotional materials; the Marketer reserves the right to demand separate remuneration for this. If the Marketer is no longer able to provide a specimen copy, it may instead provide legally binding certification that the advertisement has been published and disseminated.

## 10. Prices

**10.1** Prices are always subject to the applicable statutory value added tax; this applies in particular to prices specified in advertising orders.

**10.2** The Marketer shall be entitled to change prices at any time with effect for the future. Price changes for advertising contracts shall be effective if they are announced by the Marketer at least one month before the advertisement is to be published; in this case, the Customer shall be entitled to a right of withdrawal. The right of withdrawal must be exercised in writing within 14 days of receipt of the notice of change regarding the price increase. The right of withdrawal shall not apply to orders processed as part of a long-term obligation. In this case, changes to the price list are effective immediately unless agreed otherwise.

## 11. Affiliated companies

If a joint discount applies to affiliated companies, written proof of the advertiser's group status is required. Affiliated companies pursuant to this provision are companies between which there is an equity interest of at least 50%. For joint stock companies, proof of group status must be provided by submitting confirmation from an auditor or by submitting the last annual report; for partnerships, such proof may be provided by submitting an extract from the Commercial Register on the Marketer's request. The group discount must be asserted when the contract is concluded at the latest. Subsequent assertion of discounts shall not be recognised retrospectively. Group discounts offered outside of the price list require express written confirmation from the Marketer in all cases. Group discounts are only granted for as long as the entity is part of the group. The end of the group affiliation must be reported to the Marketer immediately; when the group affiliation ends, the group discount shall end as well.

## 12. Transfer and warranty of rights

**12.1** The Customer is responsible for ensuring that the templates it provides, particularly advertisements and websites to which they refer, do not breach the rights of third parties; it declares in particular that it is the owner of all rights of use and exploitation required for publication online and of the templates it provides as well as content published on its websites and that it is entitled to dispose of these rights. If the Marketer creates the advertisement, the Customer also declares that it owns all of the rights necessary for the creation of the advertisement. In this respect, it shall indemnify the Marketer against all



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claims by third parties on first request. This includes expenses for legal defence. The Customer shall be obligated to support the Marketer in its legal defence against third parties by providing it with information and documents.

**12.2** The Customer assigns the Marketer a non-exclusive copyright, ancillary copyright, trademark right and any other rights to the content made available to the latter that may be necessary to produce and publish the advertisement in print, online and in all types of electronic media, including the internet, particularly the right to reproduce, distribute, transmit and broadcast the copy, to make the copy available to the public, to retrieve the copy from a database and to access including all known technical processes and all known forms of online media, in relation to as much content and for as long as may be necessary to carry out the order. The Marketer also receives the right to self-promotion of the Marketer and the respective items for an unlimited period of time. In all cases, the above-mentioned rights are transferred without territorial limitation and may be transferred to third parties.

**12.3** This granting of rights applies expressly to usage through fixed and mobile communication networks and methods, including all digital and analogue transmission and distribution techniques, particularly through cable, radio, fixed and mobile satellite networks and microwave, all known and future transmission methods (particularly WAN, LAN, WLAN, broadband, VHF, GSM, GPRS, EDGE, UMTS, HSDPA, HSPA, DVB-T and DVB-H), protocols and languages (such as TCP/IP, IP, HTTP, WAP, HTML, XHTML and XML) and including rendition on all receivers, particularly stationary, mobile and ultra-mobile computers, televisions, set-top boxes, (hard-drive) video recorders, mobile telephones, tablets, mobile digital assistants (MDAs), personal digital assistants (PDAs) and mobile internet devices (MIDs), and encompasses usage in the scope of telecommunications, telemedia and radio broadcast services (such as web and mobile portals, applications, widgets, RSS, SMS, MMS, email, messenger and message services and regardless of whether these are configured as push or pull services) and in the scope of any type of advertising and/or public relations work

(including using the content as an integral component of online advertising, including banners, videos, screenshots, audio samples, teasers, newsletters, titles and names for the business activity, services or products of the Marketer, online media marketed by the Marketer and/or by third parties).

**12.4** Any concepts and elements that the Marketer's offers are based on are protected by copyright and competition law and must be treated confidentially by the Customer. In particular, these concepts may not be shared in their original or modified form with third parties or used by the Customer outside the scope of the contract for its own purposes.

**12.5** If a graphic file or otherwise the name, logo, company symbol, trademark, work title or other business designation is used in connection with the advertisement, the Customer shall grant the Marketer a non-exclusive, non-transferable right to use the graphic file or corresponding trademark or symbol in the respective advertisement for the duration of the contract.

**12.6** Advertising motifs (promotions) designed for the Customer by the Marketer may only be used for advertisements in the titles/issues booked with the Marketer. No other rights are granted.

## 13. Term

**13.1** The contract shall end on expiry of the agreed contract term.

**13.2** Where the Parties have not expressly agreed a contract term, in case of doubt the publication of advertisements must be withdrawn by the Customer within half a year of the contract coming into effect.

**13.3** The right to extraordinary termination of the contract for due cause after giving prior warning remains unaffected by this. The termination must be carried out in writing. In particular, a right to immediate termination for due cause shall exist if, despite written warning, one of the Parties repeatedly breaches material contractual obligations, fails to remedy ongoing contractual breaches within a reasonable period of time or fails to remedy the consequences of such breach, or if a warning and/or an injunction has been issued to or against one and/or both Parties and/or an online medium published by the Marketer as a result of a contractual service, or the Marketer

has reasonable grounds to believe that the Customer and/or the content it provides breach applicable statutory provisions, in particular the German Criminal Code, the Interstate Treaty on the Protection of Minors in the Media or applicable advertising regulations; reasonable grounds shall be said to exist if the Marketer has evidence of a breach of statutory provisions, in particular as a result of the initiation of a preliminary investigation against the Marketer, the Customer and/or the online media distributed by the Marketer or following a request for an official comment by the competent authorities. Grounds for immediate termination shall also exist if insolvency proceedings are initiated against a customer or if such proceedings are not initiated for a lack of assets or if a request to initiate such proceedings has been submitted and the Customer involved does not demonstrate that the request is clearly unfounded, despite being given a reasonable amount of time to do so. Grounds for immediate termination shall also exist if enforcement measures are initiated against one of the Contractual Parties and such measures are not cancelled within one month.

## 14. Disruptions to the contractual relationship caused by force majeure

If the execution of the contract proves impossible in full or in part for grounds that are not attributable to the Marketer, particularly computer failure, force majeure, strike, statutory provisions, disruptions within a third party's area of responsibility (e.g. other providers), network operators or service providers or similar reasons, the Parties herewith agree to fulfilment after expiry of the contract term. This does not affect the claim to remuneration. If the execution of a contract proves impossible in full or in part for grounds that are attributable to the Customer, the pertinent statutory provisions apply.

## 15. Involvement of third parties

The Customer requires the prior written consent of the Marketer in order to transfer some or all of its rights and obligations arising from the advertising order. The Marketer shall be authorised to use the services of third parties in order to fulfil its obligations arising from the advertising order.

## 16. Confidentiality and the press

**16.1** Provided there is no written agreement to the contrary, the Contractual Parties shall treat as strictly confidential the details of the contractual relationship, in particular its prices and terms and conditions, as well as any business secrets

of which they become aware from the respective other Party, whether directly or indirectly, in the course of executing the contract. The foregoing provision shall not apply if there is a court or official order to disclose such details or if disclosure is necessary for legal enforcement of one Contractual Party's rights against the other. The Marketer shall also be entitled to disclose the content of advertising orders to engaged third parties pursuant to para. 15 and affiliated companies pursuant to Section 15 et seq. of the German Stock Corporation Act. This obligation shall be valid for the entire term of the contract and for an unlimited period after it has been terminated.

**16.2** The Marketer shall be allowed to make known the gross advertising revenue from the Customer and advertisers at the product level to Nielsen Media Research or similar institutions for publication.

**16.3** Press statements and other public declarations to third parties about the business relationship between the Marketer and the Customer or regarding the details of any agreements that have been made require the prior approval of the Marketer. This also applies to the publication of logos supplied by the Marketer.

## 17. Data protection

**17.1** The Customer undertakes to comply with the applicable statutory provisions relating to data protection and to the protection of secrecy in telecommunications. The Customer shall obligate its employees as well as its vicarious agents and their employees to comply with these provisions as well.

**17.2** Should the Customer employ specialist techniques such as the use of cookies or tracking pixels to acquire or collect data from the publication of advertisements in online media, the Customer shall warrant that the collection, processing and use of personal data shall conform to the provisions set forth in the General Data Protection Regulation (GDPR), the

German Data Protection Act (BDSG) and the German Telemedia Act (TMG). Such usage data, which may never be combined with data about the holder of a user profile, is collected directly from the Customer as the controller for data processing for its own purposes. In such cases, the Customer is the sole decision-maker with regard to the extent and means of all data processing activities and is the controller within the meaning of data protection law.

**17.3** If the Customer receives anonymous data from the online media it has access to for advertising, it may analyse this data in the course of the relevant campaign. This analysis may only encompass anonymous data generated by publication of the advertising on online media.

**17.4** Beyond this, the Customer is prevented from any further processing, use or disclosure of any data arising from its access to the online medium marketed by the Marketer and made available to it for advertising. In particular, the Customer may not save, analyse, otherwise use or disclose to third parties any data from advertisements published on the online media. This ban also encompasses the creation of profiles of user behaviour on the online media, or its further usage.

**17.5** Should the Customer use third-party systems for the publication of advertisements on the online media marketed by the Marketer, it shall ensure that the system operator also adheres to this agreement.

**17.6** Such usage data, which may never be combined with data about the holder of a user profile, is collected directly from the Customer as the controller for data processing for its own purposes. In such cases, the Customer is the sole decision-maker with regard to the extent and means of all data processing activities and is the controller within the meaning of data protection law.

**17.7.1** At the Customer's request, the Marketer shall support the fulfilment of the Customer's information obligations free of charge as follows:

**a)** If the Customer does not use a service provider already named in the Marketer's 'About our Advertising' statement for the purpose of generating pseudonymous user profilers, it can inform the Marketer of this.

**b)** The Marketer shall thereupon deliver the corresponding standard texts for the fulfilment of the information obligations for the collection of the pseudonymous data to the respective publisher and contractually obligate the latter to keep these standard texts ready for retrieval for the term of the marketing contract between the Marketer and the respective publisher.

**17.7.2** Otherwise, the Customer is solely responsible for taking appropriate measures to fulfil its information obligations, for example by providing the corresponding references or links as a component of the advertisement supplied by the Customer.

**17.7.3** The Marketer is not obligated to review the admissibility under data protection law of the collection of pseudonymous usage statistics by the advertiser. However, if the Marketer has specific indications that the incorporation of scripts or the collection of pseudonymous usage statistics by the Customer breaches legal provisions, the Marketer shall be entitled to suspend the distribution of the Customer's relevant advertisements and/or scripts until the Customer demonstrates the legal admissibility or removes the relevant script from its advertisements. The same shall apply in the event that the Customer does not or does not completely meet the information obligations incumbent on it. In the event that distribution is ceased, the Marketer shall immediately inform the Customer to this effect.

**17.7.4** The Marketer is not obligated to review the standard texts supplied to the publisher to fulfil information obligations and does not provide any warranty or assume any liability for the legal and factual accuracy and completeness of the standard texts. The Customer is responsible for reviewing the standard texts to be provided to the publisher to that effect. In cases of doubt, the Customer must fulfil its information obligations in accordance with para. 2.3 independently.

## 18. Order cancellations before commencement of provision of service

The Customer may cancel contracts after they have come into effect. Cancellations of contracts must be made in writing and addressed to the Customer's contact person in the Marketer's office. The Marketer guarantees cancellation free of charge up to three weeks before the agreed provision of service commences. The Marketer's receipt of the written cancellation shall be used to determine the



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date of the cancellation. If cancellation does not occur within this period, the Customer must pay 30% of the net order value, plus VAT. If the Customer is a consumer, the latter is free to prove that lesser damage or loss has been incurred. Cancellation is not possible after the provision of the service has commenced. For the booking of cooperation advertising formats, such as cross-media packages, competitions, influencer campaigns or content integration, cancellation may occur up to six weeks before publication begins. If this period is not adhered to, the Customer must pay at least 30% of the net order value (gross order value less VAT at the statutory rate) plus VAT at the statutory rate due on this amount as a cancellation fee. Technical costs and costs for creative services for the booking which are incurred up to the point of cancellation shall be invoiced to the Customer in full.

## **19. Final provisions**

**19.1** Any additional business terms and conditions contained in the price list shall apply in addition to these General Terms and Conditions.

**19.2** If the written form is required under these General Terms and Conditions, this requirement shall be deemed to have been met if the text is provided electronically.

**19.3** The Customer shall be notified of amendments to these GTCs in writing and at [www.media-impact.de/en/](http://www.media-impact.de/en/) under 'Media Facts/General Terms and Conditions'. They shall be regarded as accepted by the Customer if it does not object to them in writing within one month of notification.

**19.4** The validity of the Customer's contractual terms or terms and conditions of business is expressly excluded. This shall also apply even if the Marketer has not expressly objected to the validity of the Customer's terms and conditions and/or the Marketer provides services without objecting to the Customer's terms and conditions, i.e. it publishes advertising online and in print without objection.

**19.5** The place of performance is the Marketer's head office. In business dealings with merchants, legal entities under public law or special funds under public law, the place of jurisdiction for lawsuits shall be the Marketer's head office. For non-merchants, the jurisdiction shall be determined by the statutory provisions. German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

**19.6** Should individual provisions of the contract, including this one, be or become invalid either in whole or in part, or if the contract contains any loopholes, this shall not affect the validity of the rest of the provisions or parts thereof. The Contractual Parties agree to replace such an invalid provision with a valid one that reflects the economic purpose of the invalid provision as closely as possible.



# General Terms and Conditions for Online Media

The following General Terms and Conditions (hereinafter referred to as the 'GTCs') govern the relationship between the Marketer and the Customer with respect to issuing and processing advertising orders for online media marketed by the Marketer, provided there is no other written agreement to the contrary. Where these do not fall within the scope of the General Terms and Conditions for Newspapers or Magazines, the GTCs shall also apply to advertising orders for mobile and tablet PC applications ('apps') and e-papers marketed by the Marketer. The Customer may access, print, download or save these GTCs at any time at [www.mediapilot.de/en/agb/](http://www.mediapilot.de/en/agb/).

## 1. Definitions

**1.1** 'Offer' pursuant to these GTCs is the Marketer's offer to publish one or more advertisements in media, information and communication services, particularly the World Wide Web (hereinafter referred to jointly as 'online media') for the purpose of dissemination. If not expressly designated as a binding offer, the Marketer's offers remain subject to change without notice, i.e. they are non-binding, and shall be subject to the availability of the services offered.

**1.2** 'Advertising order' pursuant to these GTCs is a Customer's offer to publish one or more advertisements or other promotional materials (hereinafter referred to jointly as 'advertisements') on behalf of an advertiser or other party purchasing advertising space (hereinafter referred to jointly as 'advertisers') in online media for the purpose of dissemination. The Customer may be an agency or an advertiser.

**1.3** An advertisement pursuant to these GTCs can consist of one or more of the following elements: an image and/or text, sequences of sounds and/or moving images (incl. banners, video), a sensitive area which, when clicked, creates a link to further data in the Customer's domain using an online address supplied by the Customer (e.g. link).

**1.4** 'Marketer' refers to Media Impact GmbH & Co. KG for all online media marketed by it, even if such online media are operated by third parties. With respect to the marketing of online media of B.Z. and/or BILD BERLIN-BRANDENBURG by B.Z. Ullstein GmbH, the latter shall take the place of Media Impact GmbH & Co. KG. For marketing of online media of Axel Springer Auto Verlag GmbH by Axel Springer Auto Verlag GmbH, the latter shall take the place of Media Impact GmbH & Co. KG. For marketing of online media of the COMPUTER BILD Group by Computer BILD Digital GmbH, the latter shall take the place of Media Impact GmbH & Co. KG. For marketing of online media of the SPORT BILD Group, Axel Springer Sport Verlag GmbH shall take the place of Media Impact GmbH & Co. KG.

**1.5** 'Usage-based online advertising' pursuant to these GTCs is any online advertising that is delivered based on a user's previous internet usage and the assignment of a user to a particular target group based on this usage behaviour.

## 2. Conclusion of contract

**2.1** Provided there is no individual agreement to the contrary, a contract for an advertising order shall be concluded when the advertisement is published (in the case of multiple advertisements, this refers to the first advertisement) in the online media marketed by the Marketer or on written confirmation from the Marketer. If the Marketer provides a binding offer, the contract shall be concluded when the Customer accepts the offer.

**2.2** Should there only be an overall advertising volume specified in the advertising order, the Marketer shall determine the extent and scheduling of the individual publication of advertisements, depending on availability, in agreement with the Customer or otherwise at its reasonable discretion taking into consideration the Customer's interests. The Customer shall ensure that the contractual publications are actually booked within the contract term.

**2.3** If agencies issue an advertising order, the contract shall be concluded with the agency, subject to any other written agreements. The agency shall, on request and before conclusion of the contract, be obligated to provide the Marketer with proof of its commercial licence by submitting an extract from the Commercial Register as well as proof of mandate.

**2.4** Advertising orders from advertising and media agencies shall only be accepted for advertisers that are explicitly specified by name. An advertisement

for the products or services of a party other than the advertiser specified in the order requires the Marketer's prior written consent in all cases.

**2.5** If the Marketer has third-party market orders or agreements, the third party shall act as the Marketer's representative and on its behalf.

**2.6** If agency commissions are not excluded, an agency fee of 15% of the net invoice amount shall be paid on all orders for booking of advertising space issued by an advertising agency recognised by the Marketer, i.e. on the invoice amount excluding value added tax and after deduction of any discounts. The fee thus expressly excludes set-up fees, technical costs and remuneration for creative services, plus all targeting products.

**2.7** Any amendments of and additions to contracts and deviations from these GTCs must be made in writing. For contract amendments and additions, this also applies to cancellation of the written form clause.

**2.8** In the case of orders submitted by agencies, the Marketer reserves the right to also forward order confirmations to the agency's customer.

**2.9** If the Customer books advertisements for online media from the Marketer under contract, without said advertisements being exclusively marketed by the Marketer, or advertisements other than online advertisements, the Marketer shall be unable to offer a binding commitment for the scheduling of advertisements. Any and all details of publication dates are therefore to be understood as subject to change.

## 3. Publication of advertisements

**3.1** The design and editorial authority over the websites marketed by the Marketer are the responsibility of the respective online media outlet. With respect to booked advertisements, the Marketer therefore reserves the right to postpone publication as well as the right to change the structure of sites and/or designations for sections at any time. If advertisements are only to be published on certain dates or in certain parts of online media, this requires express agreement with the Marketer. A minor relocation of the online advertisement within the agreed setting is permissible if the relocation has no significant influence on the advertisement's advertising impact. The orders for these advertisements must be submitted to the Marketer early enough that the Customer can be informed before the publication date if the order cannot be carried out as requested. Classified advertisements are published in the relevant category without the need for a specific agreement.

**3.2** Irrespective of publication in online media, the Marketer shall be entitled, but not obligated, to publish advertisements in other online media owned and operated by the Marketer and its affiliated companies within the scope of technical feasibility. The artwork submitted for online media may be adapted as needed.

**3.3** Advertisements are offered and delivered as multi-screen (websites, mobile websites, apps, Accelerated Mobile Pages, etc.) as standard. After consultation and corresponding amendment of the offer, the Marketer may restrict dissemination to certain channels.

**3.4** Exclusion of competing advertisements is generally not permitted.

**3.5** Except where special contractual agreements determine otherwise, the Marketer shall run the online advertisements in the advertising space during the booked period and/or until the booked media service is fulfilled. The Marketer shall report to the Customer on the number of AdImpressions and/or AdClicks accrued during the campaign in a format to be determined by the Marketer. For long-term campaigns, monthly statements shall be issued. In the event of under-delivery, the Marketer – to the extent possible and appropriate – shall provide a follow-up supply of the number of AdImpressions agreed with the Customer. This follow-up supply – subject to any special agreements in writing – shall generally occur after the period agreed in the contract.

**3.6** Measurement of billable metrics (such as AdImpressions, views) is determined by the number of billable metrics identified by the Marketer's ad server. The Customer is at liberty to prove that the actual measurement differs from this figure. However, a discrepancy of 10% or less shall not be taken into account.

**3.7** If the Customer proves pursuant to para. 3.6 that the actual measurements differ from the measurements provided by the Marketer by more than 10%, the

following shall apply to billable metrics that exceed the 10% discrepancy (hereinafter referred to as 'excess discrepancy'):

The Customer must inform the Marketer of the excess discrepancy without delay and, if possible, during the campaign period by sending an email to [ads@axelspringer.de](mailto:ads@axelspringer.de). The Parties shall jointly examine the reason for the excess discrepancy and endeavour to remedy the underlying cause. If it transpires that the error arose during the measurement of billable metrics by the Marketer, the measurements provided by the Marketer as calculated without the identified error ultimately apply. If the underlying cause cannot be clearly identified, the Parties shall take the mean of the number of billable metri

## 4. Customer's obligations and Marketer's right of refusal

**4.1** The Customer is responsible for ensuring that the content it provides, particularly advertisements and the websites to which the respective advertisement refers, is designed in such a way that the content does not breach statutory provisions and, in particular, that it complies with the provisions set down in the German Youth Protection Act, the German Press Act, the German Competition Act, the German Data Protection Act, the German Criminal Code and the German Media Services Act. In the event of a breach of clause 1, the Customer shall indemnify the Marketer for any and all costs incurred by the Marketer as a result of such breach, including the costs for legal defence, in full and upon its first request to do so. The Marketer has no obligation to review the advertisements before publication online or in print.

**4.2** The publication of usage-based online advertising for the Customer requires the Customer to be in possession of certification in accordance with the IAB Europe EU Framework for Online Behavioural Advertising ('EDAA-OBA certification'). By ordering the publication of usage-based online advertising, the Customer confirms possession of an EDAA-OBA certification. The Customer is required to provide the Marketer with the relevant certification on request.

**4.3** The Marketer reserves the right to refuse to publish advertisements or other promotional materials, particularly if their content breaches laws or regulatory provisions, if an objection to their content has been lodged by the German Advertising Standards Council in complaint proceedings or if their publication would harm the rights of third parties or the Marketer's interests because of their content, design, origin or technical form. Rejection of an advertisement shall be communicated to the Customer immediately. The Marketer has the right to reject advertisements whose design resembles the design of the online media in which they are to appear in order to preserve its journalistic integrity. Advertisements that are designed to look like articles must feature a font other than the online media's standard font and be marked with the word 'Advertisement'. Advertisements that do not appear to be promotional publications because of their format must be clearly marked as such by the Marketer with the word 'Advertisement'.

**4.4** Promotional materials that contain advertising by or for third parties (tie-in advertising) require the prior written consent of the Marketer in all cases. The advertisers must be specified by name. The Marketer reserves the right to charge a tie-in premium or to offer a different discount.

**4.5** The Customer must maintain websites that are to be linked to from its advertisements for the entire term of the contract.

**4.6** If the Customer has been or is warned about the content of an advertisement or if it has entered into or enters into a legally binding obligation to refrain from using certain content, the Customer must inform the Marketer to this effect immediately. If the Customer fails to abide by this obligation, the Marketer shall not be liable for the damage caused by the Customer as a result of the repeated publication of the advertising (content) that is subject to complaint.

