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 ordering advertising intended by the Marketer, provided there is no other written agreement to the contrary.

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 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 mixing 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 MEDIA GmbH, the latter shall take the place of Media Impact GmbH & Co. KG. For marketing of online media of 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 that there is an 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 with the written confirmation.

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 the agency’s written confirmation of the request and before conclusion of the contract, to be obligated to provide the Marketer with proof of its commercial loyalty 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 of a third party that the agency 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 the agency contains a clause according to which 15% of the net invoice amount shall be paid on all orders for booking of advertising space issued to an agency by the Marketer, i.e., a percentage amount excluding added value 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 agencies.

2.9 If the Customer books advertisements for online media from the Marketer under contract, and no agreements have been made with 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 overview 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 and a non-retractable or 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 offer 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 necessary.

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

3.4 Exclusion of specific advertising media is generally not permitted.

3.5 Except where special contractual agreements determine otherwise, the Marketer shall not change a scheduled online place, in particular not after the booked period and/or after the booked media service is fulfilled. The Marketer shall report to the Customer on the number of AdImpressions and AdClicks during each 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 be free of charge 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
- The Customer must provide the necessary documentation, in particular by sending it to 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 for each campaign during the period in question.

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-OBIA certification’). By ordering the publication of usage-based online advertising, the Customer confirms possession of an EDAA-OBIA certification. The Customer bears the cost of obtaining a certification. If the Customer does not provide a certification, the advertising 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’.

4.3 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 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 place of publication. The Customer is at liberty to prohibit the placement of an advertisement shall be communicated to the Customer immediately. 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.

4.4 Promotional materials that contain advertising by or for third parties (tie-in advertising) must be clearly marked as such by the Marketer 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’.

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

4.6 The Customer must not place its advertisements in websites that refer to sites that are not in accordance with 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 place of publication.

4.7 If the Customer fails to abide by this obligation, the Marketer shall not be liable for the damage caused, in particular not for the repeated publication of the advertisement (content) that is subject to complaint.
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 the headline and/or the text and/or the images and/or the unlawful content of a linked website and/or an infringement of third-party rights and/or the Customer deviates from the Marketer’s guidelines for the advertisement. This applies particularly to cases where third parties assert claims against the Marketer or the Customer arising from publication of the booked advertisement itself, in the case of investigations by government authorities, because of actions by the Customer that result in the publication of advertisements to be published with the relevant OBA icon already implemented. Undesired publication results caused by the Customer deviating from the Marketer’s recommendations do not justify claim 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 is agreed that the direct debit method shall be used to pay invoices, the Marketer shall be entitled to inform the Customer of the amount and date of the debit in advance. This pre-notification must be given at an early stage, namely prior to the end of the contract relationship.

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. In the case of late payment, reasonable late payment fees shall be charged in addition to the due amount. The Customer 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 advertising.

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 prove legally binding certification that the advertisement has been published and disseminated.
claims by third parties on first request. This includes expenses for legal defence. The Customer hereby waives all claims against the Marketer in its legal dispute against third parties by providing it with information and documents.

12.2 The Customer assigns the Marketer a non-exclusive, copyright, royalty-free, tradable right to all other rights to the respective advertising contributions that are assigned to the latter that may be necessary to produce and publish the advertisement in print, online, on digital telemedia, and by other means. In particular the right to reproduce, distribute, transmit and broadcast the advertisement to make the copy available to the public, to retrieve the copy from a database and to access it in all known technical and non-technical 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 WLAN, 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, cHTML and XML) and including rendition on all devices, particularly stationary and mobile and/or 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 (IMDs) and mobile devices (MIDs), and encompasses usage in the scope of telecommunications, telemarketing and radio broadcast services (such as web and mobile portals, applications, weblogs, SMS, MMS, email, messages and messenger 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). The latter not only includes button advertising, link advertising, banner advertising, pull-down advertising,丰满 advertisements, keyword advertising, anchor text advertising, link advertising, video advertising, audio advertising, image advertising, text advertising, sound advertising, and animation advertising, but also image formats and icons, pattern sizes and designations for the business activity, services or products of the Marketer online media marketed by the Marketer and/or by third parties.

12.4 Any cooperation with the Marketer that is 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, photo, name, brand, company, 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 advertising contributions in the scope of the contract.

12.6 Advertising motifs (promotions) designed for the Customer by the Marketer may not be re-used in 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 Marketer 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 is expressly reserved by the Marketer. The Marketer may carry out this procedure through the writing of an instruction in writing. In particular, a right to immediate termination for due cause shall exist if the Customer breaches material contractual obligations, the consequences of which are so serious that a continuation of the contract would be unreasonable. The Customer shall immediately inform the Customer to this effect. In cases of doubt the Customer must fulfill its information obligations in accordance with para. 2.3 independently.

18. Order cancellations before commencement of provision of service

Cancellations of contracts must be made in writing and addressed to the Customer’s contact person in the Marketer’s office. The Marketer guarantees that the Customer’s written cancellation shall be delivered to the Customer within 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

17. Data protection

17.1 The Customer undertakes to comply with the applicable statutory regulations related to data protection and to the provision of security in telecommunications. The Customer shall obligate its employees as well as its various agents to comply with these provisions as well. The Customer shall ensure that the collection, processing and use of personal data shall conform to the provisions set forth in the General Data Protection Regulation (GDPR) and the German Data Protection Act (BDSG) and the German Telemedia Act (TMTG).

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 an unregulated manner or if it has access to to advertising, it may analyse this data in the course of the relevant campaign. This analysis may only encompass anonymous data generated by particular user profiles, is co

17.3 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 including these in the terms and conditions of the marketing contract between the Marketer and the respective publisher.

17.4 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.

17.5 The Customer is not obligated to review the admissibility under data protection law of the collection of pseudonymous user profiles, it can inform the Marketer of this. The Customer is solely responsible for taking appropriate measures to fulfil its information obligations for the collection of the pseudonymous data to the respective publisher and contractually obligate the latter to including these in the terms and conditions of the marketing contract between the Marketer and the respective publisher.
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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 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.
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