

## General Terms & Conditions

From 01.06.2023, the following terms and conditions apply, depending on the advertising category booked, to the offers of AD ALLIANCE for the marketing of advertising inventory:  
Section A for all advertising categories and Other Services,  
Section B for TV advertising,  
Section C for digital advertising,  
Section D for print advertising,  
Section E for Other Services.

### A. General provisions

#### A.1 Definitions

**AD ALLIANCE** is Ad Alliance GmbH, Picassoplatz 1, 50679 Cologne.

**Ad Specials** is the generic term for other forms of product or brand presentation, extra to the standard forms of advertising specified in the price lists for the respective advertising category.

**Advertising** is the generic term for TV advertising, digital advertising and print advertising.

**Advertising materials** are the materials to be submitted by the Client for the advertising.

**Broadcaster** is the particular TV broadcaster booked, e.g. RTL, VOX, SUPER RTL, n-tv, NITRO, RTLplus, RTL Crime, RTL Passion, RTL Living.

**Client** can be the advertiser or an agency.

**Commercial** is a short film which advertises a product, a brand or a service during a break for advertising in a television programme.

**Digital advertising** is the content of the advertising space booked (InPage, InStream, OutStream etc.) in the online, mobile or smart TV service (Addressable TV, HbbTV) of the Provider.

**GTCs** are the general terms and conditions of AD ALLIANCE as per sections A-E.

**Order** is the contract between AD ALLIANCE and the Client for the placement of the advertising.

**Other Services** are the production of advertising materials, print products or advertising content, as well as the implementation of WoM campaigns, product tests, influencer campaigns or events.

**Placement** is the publication (broadcasting/placing) of the advertising.

**Provider** is the producer of the media service for the advertising category booked (e.g. the broadcaster, publisher, publishing company).

**Transmission** is broadcasting on TV via cable, terrestrial, via satellite or via the internet.

**TV advertisement** is the generic term for commercials and TV Special Ads.

**TV Special Ads** are the other forms of product or brand presentation in television programs that are either not commercials in the narrower sense or are broadcast within special positions.

#### A.2 Conclusion of contract

A.2.1 AD ALLIANCE is engaged to market the advertising inventory of the Provider. When the contract is concluded, AD ALLIANCE acts in its own name and for its own account or for the account of the provider or its marketer, unless otherwise stated at [www.ad-alliance.de/portfolio-fv](http://www.ad-alliance.de/portfolio-fv). AD ALLIANCE's offers are without obligation, i.e. not binding, and are subject to availability. The order comes into being through written or electronic confirmation of the Client's order or through the first placement of the advertisement. An order constituting a commercial contract is governed exclusively by the present GTCs. The Client's general terms and conditions shall not be applicable; this shall also apply where the Client's terms are not expressly rejected or where AD ALLIANCE renders its services without demur.

- A.2.2 If in any individual case there is an overlap between the scope of application of a general provision as set forth in section A of these GTCs and that of a special provision as set forth in sections B-E, in case of uncertainty the special provisions shall prevail.
- A.2.3 AD ALLIANCE shall be entitled to alter the GTCs at any time with effect for the future if there are changes in technical or commercial conditions, in the legal position, in internal settlement processes or similar basic conditions. Changes to the GTCs are made known to the Client in writing or by email. They will be deemed accepted if the Client does not object to them in writing or by email within two weeks after they are made known. AD ALLIANCE will refer the Client to this right to object in its (AD ALLIANCE's) notification of the change.
- A.2.4 The Client represents and warrants that the advertising materials will refer only to the products, brands or services of the advertiser. Advertising materials which advertise the products, brands or services of more than one firm (collective advertising) shall only be possible with the prior consent of AD ALLIANCE. AD ALLIANCE may impose a surcharge.
- A.2.5 Orders from agencies are only accepted for advertisers designated in detail by name. AD ALLIANCE is entitled to require the agency to submit proof of mandate. As of the placing of an order, an agency assigns to AD ALLIANCE its claims for payment against its customers arising from the advertising contract on which the claim is based. AD ALLIANCE hereby accepts such assignment (assignment for security). AD ALLIANCE is entitled to disclose this assignment to the agency's customer if the claim is not settled within one month after due date.

### A.3 Right of rejection

AD ALLIANCE shall be under no obligation to look at and examine the advertising materials before it accepts the order. AD ALLIANCE consequently reserves the right to reject the advertising, even after conclusion of a contract, for legal, technical or ethical reasons or in accordance with the objectively justified principles of AD ALLIANCE or the Provider, in particular where the content of the advertising is in conflict with the interests of AD ALLIANCE or the Provider. AD ALLIANCE shall advise the Client immediately of its rejection of the advertising. The Client shall then, without delay, provide modified or new advertising materials to which the reasons for rejection will not apply. Should these materials not be provided at all, or not in due time, AD ALLIANCE shall nevertheless continue to be entitled to remuneration. If the advertising is placed in spite of having initially been declared rejected, AD ALLIANCE's claim for payment shall remain unchanged.

### A.4 Price regulation

- A.4.1 Except where the prices are agreed otherwise, the price list for the advertising category/medium booked in the particular case and effective at the time the order is concluded shall apply. All prices are quoted net in euros plus the VAT effective at the time the advertising is placed.  
These prices are the remuneration for the placement of the advertising. They do not contain production costs or other costs which may possibly be charged separately. Production costs and other costs are subject to discount cash but not to other discount.
- A.4.2 Prices are subject to change. A change of price for confirmed orders becomes effective as of notification thereof. In the event of a price increase the Client has the right of transfer or termination of the order in question; the right may only be exercised, in writing or by email, within 7 working days after receipt of the notification.
- A.4.3 For orders placed by an agency AD ALLIANCE grants a discount (AE) of 15% on the invoice net, i.e. on the invoice amount excluding VAT, after deduction of other discounts, but before

cash discount. The AE does not apply to the other services, which are charged separately. The precondition is that invoices are made out to the agency and that written evidence is given of agency activity before the first booking. AD ALLIANCE reserves the right to refuse to allow AE to micro or dummy agencies. In the event of a discount being changed by way of posting or cancellation the AE is recalculated. This may be followed by an additional charge or a credit note.

#### A.5 Terms of payment

A.5.1 Payments are due immediately after receipt of invoice. TV advertising is as a rule billed monthly in advance (see section B.3.4) , digital advertising can be billed 10 days before the first placement, print advertising is usually invoiced at the beginning of the month for all advertisements of that month. AD ALLIANCE reserves the right to require payments in advance in other cases, reasons being given. The Client shall transfer the amount exclusively in euros to the AD ALLIANCE account specified in the invoice. Costs for collection and honouring and for cancellation fees and other bank charges shall be met by the Client. 2% cash discount is granted for receipt of payment within 10 days of invoice date where this is noted on the invoice or in the price list.

A.5.2 Default on payment shall be deemed present 30 days after due date and receipt of invoice or by way of prior written warning by AD ALLIANCE. The presentation of the email that was sent shall suffice as evidence of receipt of an invoice that was sent to the Client by email. The Client shall be liable for any loss due to default. AD ALLIANCE charges interest on default at the rate provided for in law.

A.5.3 It shall only be permissible for the Client to set off its counter-claims or to withhold payments due on such claims if the counter-claims are undisputed or have been finally established at law.

A.5.4 The Client may file objections to an invoice vis-à-vis AD ALLIANCE for up to 14 days after receipt of invoice. After that date the invoice is deemed approved.

A.5.5 Credit items shall be settled by offsetting or by making payment. If the invoice cancelled with the credit note was paid with deduction of cash discount, there will be a corresponding deduction from the credit amount.

A.5.6 For the purposes of this section, days are calendar days.

#### A.6 Usage rights

A.6.1 The Client shall transfer to AD ALLIANCE and the Provider the rights to use the advertising materials supplied that are necessary for the execution of the order and that are, in terms of time, place and content, on the scale necessary for the performance of the order.

A.6.1.1 In the case of television advertising, AD ALLIANCE is entitled to transfer these rights, in particular the television usage right for broadcast and cable onward transmission and the right to processing and archiving, to the broadcaster or to engaged third parties. The television usage right shall in all cases be transferred without limits of place and shall entitle the recipient to broadcast using all forms of television, including simultaneous broadcasting via the internet or on mobile devices (Simulcast), retrievable from a database and Video on Demand.

A.6.1.2 In the case of digital advertising, the Client shall grant AD ALLIANCE and the Provider all the necessary copyrights, usage, performance protection and other rights necessary

for the placement of the advertising materials in digital media of all kinds, in particular the right to reproduction, circulation, transfer, making accessible to the public, broadcasting, storage in and retrieval from a database and call off of the said materials, and to do so, in terms of time and content, on the scale necessary for the performance of the order. The above-stated rights shall in all cases be transferred without restriction of place and shall provide entitlement for placement on all platforms and by means of all types of transmission, even where the platforms in question are operated by third parties (e.g. social media networks).

A.6.2 The Client consents that AD ALLIANCE and their service providers, insofar as they are companies of the Mediengruppe RTL Deutschland, as well as the Providers and their marketers may also use the advertising materials free of charge after the first placement for the purpose of own advertising or customer advisory services on the scale necessary for those purposes. The Client also consents to AD ALLIANCE being entitled to make the advertising materials available to supervisory bodies such as the Deutscher Werberat (advertising council). The Client may in individual cases limit this consent or withdraw it entirely.

#### A.7 Legal responsibility of Client

In its relationship to AD ALLIANCE and the Provider, the Client has sole responsibility, in the sense of an independent warranty, for the content of the advertising materials supplied. The Client represents and warrants that it has all the rights necessary for the placement of the advertising in accordance with the order and may transfer them to AD ALLIANCE and the Provider. The sole exception here is the rights granted on a general basis to the Provider by GEMA or GVL.

The Client guarantees compliance with the provisions of media law where it (the Client) is responsible for such compliance. The Client represents and warrants that it is entitled to set any hyperlinks that may be related to the advertising. The Client shall check the hyperlinks it has opened up to the level of the third further link and ensure there is no possibility of access to contents which are in breach of statutory provisions, official regulations or the requirements of ethical conduct or which would for similar reasons make it unreasonable to expect the Provider to be associated with them.

The Client shall indemnify AD ALLIANCE and the Provider and its marketers against all claims by third parties which could arise from the content of the advertising on grounds of violations of statutory provisions or the rights of third parties. The indemnification shall also include the costs of reasonable defence at law. In the event of legal defence, the Client shall support the AD ALLIANCE and the Providers to the best of its ability. If the Client withdraws its order without complying with the agreed deadlines on account of an injunction obtained against it or for other reasons, it (the Client) shall continue to be obliged to pay the fee in full.

#### A.8 Liability of AD ALLIANCE

AD ALLIANCE shall be liable for damage or loss – for whatever legal reason – only where the Client asserts claims for damages on grounds of wilful intent or gross negligence by AD ALLIANCE, its legal representatives or persons fulfilling contractual obligations on its behalf. This does not apply to liability for warranted properties and for the breach of essential contractual obligations, the fulfilment of which enables the order to be carried out properly in the first place and compliance with which the Client regularly trusts and may trust (cardinal obligations). Where AD ALLIANCE, in the case of breach of cardinal obligations, is not charged with wilful or grossly negligent breach of contract, the liability for damages shall be limited to predictable loss occurring in standard contract situations; this shall also apply where the Client demands compensation for fruitless expenditure in lieu of damages instead of performance. AD ALLIANCE shall not be liable for indirect losses, consequential losses related to defects or lost profit unless it acted with wilful intent or gross negligence. All the above-stated limitations of liability shall not apply in the case of injury to persons or in the case of

mandatory liability under the German product liability act. It is hereby agreed that claims shall become time-barred one year after the start laid down in the statute of limitations, but this shall not apply to the claims referred to in the preceding sentence.

All effective limitations of liability in these GTCs shall also apply to the services of the Providers and their marketers for whose account AD ALLIANCE is acting, and to the employees, corporate bodies, representatives and subcontractors of AD ALLIANCE, the Providers and their marketers, and also to persons fulfilling contractual obligations on their behalf.

#### A.9 Assignment, fulfilment

The Client may only assign its rights under the order to third parties with the consent of AD ALLIANCE. AD ALLIANCE may transfer the order, as a whole or in parts, to affiliated companies (sections 15 ff. AktG) (German companies act). The Client hereby agrees to this. AD ALLIANCE is entitled to use the services of third parties to fulfil individual obligations under the order.

#### A.10 Data protection, exploitation of usage data

AD ALLIANCE alone shall be entitled to all the personal data which result from tracking/targeting through the use of cookies, tracking pixels or other processing procedures in the context of the marketing of the advertising inventory by AD ALLIANCE. The Client represents and warrants that it will process these data only after it has signed a separate written agreement with AD ALLIANCE for that purpose.

Furthermore, the Client undertakes to fully comply with the restrictions set by AD ALLIANCE in this context. This also applies to the legal bases specified by AD ALLIANCE for certain data processing, even if another legal base would also be legally conceivable. (Example: AD ALLIANCE stipulates consent as the legal basis - in this case the Client may not process any data for the processing purpose "legitimate interest").

The Client will fully support AD ALLIANCE in the implementation of GDPR compliance in the field of digital advertising and undertakes to provide all necessary information via an online system (vendor tool) offered by AD ALLIANCE. A different provision is only possible after prior agreement. The Client guarantees the completeness of this information and is liable to AD ALLIANCE for this and releases AD ALLIANCE from claims by third parties (including authorities).

The Client acknowledges that it is entirely at the discretion of AD ALLIANCE whether or not intended data processing is permitted. There is no entitlement to this or to the conclusion of a corresponding agreement. Any agreement is based on the legal requirements. It may be necessary to conclude a joint controller arrangement or an agreement for commissioned data processing.

The above provisions shall apply in addition to the statutory provisions to which the client is subject. These remain unaffected.

#### A.11 Confidentiality

The contracting parties shall treat as strictly confidential all the information and data that they receive from the other contracting party in connection with the performance of the order, and shall not make same accessible to third parties. These obligations shall continue in force after the contract has ended. Companies affiliated to the contracting parties within the meaning of sections 15 ff AktG are not deemed to be third parties. In addition to its own damage, AD ALLIANCE is also entitled to claim damage that a provider or marketer suffers from unauthorized disclosure of confidential information.

Non-disclosure agreements in the booking agreements or in other agreements shall remain unaffected.

#### A.12 Termination

The Client and AD ALLIANCE have the right to terminate the order in whole or in parts without statement of reasons. In the case of television advertising, notice of termination must be received by AD ALLIANCE no later than 6 weeks, in the case of digital advertising no later than 3 weeks before the advertisement is placed, and in the case of print advertising no later than two working days before the advertising deadline. In the case of later termination by the Client, the Client shall continue to be obliged to pay the fee, taking into account any expenditure that may have been saved by AD ALLIANCE. In the event of timely termination, the Client only bears the technical costs and costs for creative services incurred up to the termination for the specific order.

The right of termination shall not apply to TV advertisements lasting more than 90 seconds and TV Special Ads in rate categories 31 to 99 in AD ALLIANCE's price lists.

The possibility of termination without notice for good cause remains unaffected. One of the good causes applicable to AD ALLIANCE is a significant deterioration, for which concrete evidence has become apparent, in the financial situation of the Client or the advertiser.

Notice of termination must be in written form.

#### A.13 Other provisions

A.13.1 German substantive law shall apply, to the exclusion of case referral mechanisms. The United Nations CISG Convention shall not be applicable.

A.13.2 Any and every amendment or addition to the order, including these GTCs, shall, pursuant to section 126 (1) or (2) BGB (German Civil Code), only be effective if in written form. This also applies to changes to this requirement of written form.

A.13.3 In the event that one of the provisions of these GTCs is invalid, this shall be without prejudice to the remaining provisions of the GTCs.

A.13.4 Cologne shall be the place of performance and court jurisdiction for disputes about the implementation of these GTCs. Any arbitration agreements in the booking agreements shall remain unaffected.

## **B. Special Provisions for TV advertising**

B.1 These Special Provisions for TV advertising apply in addition to the General Provisions in Section A. of these GTCs for the booking and transmission of advertisements on television.

#### B.2 Transmission

B.2.1 A commercial break consists of one or more than one consecutive commercials. If the parties have not already agreed on an allocation of the TV advertisement to a specific commercial break, AD ALLIANCE shall do its best to consider the interests of the Client in the process of allocation. It is not possible to effectively agree on a specific place inside a commercial break or on the exclusion of competitors.

AD ALLIANCE does not guarantee that the individual TV advertisements inside a commercial break will be broadcast in a specific order or that, apart from the commercial breaks shown in the programme schedule, no other commercial breaks will be offered.

B.2.2 The agreed transmission times are adhered to wherever possible. It is however possible for the transmission time to be shifted inside the booked price group, except where agreed otherwise in writing. The transmission day starts at 3.00 am and ends at 3.00 am on the following day.

B.2.3 If the broadcaster changes the planned programme sequence because of current events, sport or concert broadcasts, or for technical or programming reasons or due to force majeure, strikes or statutory provisions and the TV advertisement therefore cannot be broadcast at the agreed time, AD ALLIANCE shall be entitled to move the transmission to an earlier or later time. AD ALLIANCE shall also be entitled in these cases to broadcast the TV advertisement in split screen or change it to news crawls (moving banners with topical content). AD ALLIANCE shall inform the Client about the time shift, except where the shift is for an insignificant period of time. The time shift is insignificant where the transmission takes place inside the agreed programme environment and the transmission time is not shifted by more than 15 minutes. Where a not insignificant time shift is necessary, AD ALLIANCE shall endeavour to ensure that the genre and value of the new programme environment correspond to those originally agreed.

#### B.2.4 Warranty

B.2.4.1 The Client must check on the TV advertisement it has ordered during the transmission or immediately thereafter and advise AD ALLIANCE of any possible defect without delay, but not later than 2 weeks after receipt of the confirmation of transmission. Otherwise the execution of the order shall be deemed approved.

B.2.4.2 In the event of a breakdown of the broadcaster's broadcasting equipment or disruptions to satellite broadcasting or cable reception and the like, a defect shall only be present where the transmission could not reach more than 10% of the registered TV viewers of the broadcaster.

B.2.4.3 The warranty shall initially be restricted to repeat transmission. Repeat transmission is understood to mean transmission in a comparable programme environment. Should the repeat transmission also be unsuccessful at the second attempt, the Client shall have the option of reduction of payment or withdrawal from the contract. The Client shall not have the right of withdrawal in the case of only a minor defect. If the Client opts for withdrawal from the contract, it shall not also be entitled damages on grounds of the defect. If the Client opts for damages after an unsuccessful repeat transmission, the damages will be limited to the difference between the agreed fee and the value of the broadcast TV advertisement including the repeat transmission. In other cases, the damages shall be limited to 20% of the fee agreed for the TV advertisement concerned.

B.2.4.4 The Client's rights under the warranty shall become time-barred after 12 months.

B.2.4.5 The stated limitations shall not apply where AD ALLIANCE or the broadcaster has fraudulently failed to mention the defect.

B.2.5 At the end of the transmission month AD ALLIANCE provides the Client with confirmations stating the actual transmission time and the respective commercial breaks.

### B.3 Price calculation for TV advertising; payment in advance

B.3.1 The calculation of the price must be based on the actual duration of the TV advertisement. Commercials that are placed immediately after each other, where a product, a brand or a service is advertised in identical or nearly identical fashion, or where an advertiser advertises for several of its products, brands or services, are paid for separately in each case as individual commercials.

B.3.2 The prices for TV Special Ads are agreed separately.

- B.3.3 A 50% deduction for the transmission of the mandatory notice with advertising for pharmaceutical products within the meaning of section 4 (3) HWG (German advertising in the health care system act) is granted where the mandatory notice meets the standard recommended by OWM (advertisers' association) or BAH (association of drug manufacturers) (grey background, white text, 4 seconds in length). In the case of deviations from the standard the deduction does not apply.
- B.3.4 Placements of TV advertising are normally billed monthly in advance on the basis of the volume that has been ordered up to that time. The invoice amount must be credited, without deduction, to the bank account specified by AD ALLIANCE in the invoice not later than three working days before the first placement in each month, otherwise AD ALLIANCE may refuse to carry out the placement. If the booking to the account takes place fewer than 13 days before the first placement in the month concerned, 2% cash discount is only granted if the invoice amount reaches AD ALLIANCE not later than 3 working days before the first placement in the month in question.
- B.3.5 In the event of a subsequent change to the order data for a placement month, AD ALLIANCE will bill separately for the amount of the difference compared with the invoice originally issued for that month or alternatively issue a corresponding credit note. 2% cash discount is only granted on this new invoice amount if a deduction of cash discount was already justified for payment of the invoice originally issued for that month and if the later amount billed reaches AD ALLIANCE within 10 days of the invoice date. The new billing will also include differences resulting from changed discount rates.
- B.3.6 For the purposes of this subsection, days are calendar days except where they are designated as working days.

#### B.4 Transmission documents

- B.4.1 The transmission documents, i.e. materials to be submitted by the Client for the TV advertisements (e.g. storyboard, digital video and audio recordings), must reach AD ALLIANCE in complete form not later than 10 days before the start of the first transmission of the TV advertisement. In the case of late delivery or subsequent changes AD ALLIANCE assumes no responsibility for due and correct broadcast. The current technical specifications for the transmission documents, which can be retrieved from the AD ALLIANCE website, must be adhered to.
- B.4.2 The Client will be notified if AD ALLIANCE finds that transmission documents do not correspond to specifications. The risk related to the transfer of the transmission documents is borne by the Client. Together with the delivery of the documents the Client shall provide the written information necessary for settlement of accounts with the collecting agencies in regard to audio recordings, in particular producer, composer, title and duration of the music used.
- B.4.3 The transmission documents are stored on AD ALLIANCE's own in-house servers. The obligation to retain the transmission documents ends as of the last contractually agreed transmission of the TV advertisement. AD ALLIANCE is entitled to erase the said documents thereafter.
- B.4.4 In the event of a court injunction obtained against the Client, the Client may waive the transmission or provide a substitute commercial. In such cases priority is given to the processing of a waiver or substitution, i.e. during the usual office hours (Mon-Fri 9 am to 6 pm) within 4 hours of the receipt of the binding instruction from the Client and, where appropriate, delivery of the substitute commercial to AD ALLIANCE. It is necessary to have the



instruction from the Client by 2.00 pm on the preceding working day for a substitution or waiver of transmissions on public holidays or at the weekend. AD ALLIANCE's claim to remuneration shall remain unchanged even if the Client finally and absolutely waives the transmission.

B.5 TV Special Ads are in addition subject to the "Additional Terms for Crossmedia and Ad Specials", which have priority over these GTCs and can be retrieved from the AD ALLIANCE website.

## **C. Special Provisions for online, mobile and smart TV services**

C.1 These Special Provisions for online, mobile and smart TV services apply, in addition to the General Provisions in section A. of these GTCs, to the booking and implementation of digital advertising.

C.2 AD ALLIANCE is entitled to interrupt the placement of digital advertising temporarily or permanently if the Client itself makes subsequent changes to the contents of the digital advertising or if the contents referred to via hyperlink are changed at later date, or if there is sufficient suspicion of unlawful contents on one of the web or mobile pages referred to by a hyperlink connected with digital advertising. Costs for substitution for or change of digital advertising shall be borne by the Client. AD ALLIANCE shall lift the suspension of the placement as soon as the suspicion has been finally eliminated. The claim for payment remains unaffected.

### **C.3 Placement of digital advertising**

C.3.1 The placement is carried out by agreement with the Client or otherwise by AD ALLIANCE at its equitable discretion with the greatest possible consideration given to the interests of the Client.

Subject to an individual agreement to other effect, the Client has no claim to a placement of the digital advertising with a specific Provider, on a specific website, on a specific position on the particular website or to adherence to a specific access time on the particular website. A relocation of the digital advertising inside the agreed environment, subject combination or partner network is possible unless this would involve an appreciable impairment of the promotional effect.

Where the digital advertising is not manifestly recognisable as advertising, AD ALLIANCE may make it identifiable as such, in particular with the word "Anzeige" or, for mobile services, with a "-w-" and or separate it spatially from editorial content or mark it accordingly with another name or use other measures to make its advertising character evident.

C.3.2 If the execution of the order does not take place for programming or technical reasons, or due to force majeure or because of statutory provisions or disruptions for which a third party is responsible (e.g. Providers, network operators or service Providers), the placement of the digital advertising will wherever possible be moved to a later or earlier time unless this compromises the purpose of the placement. The Client is informed about this where it is possible and reasonable in terms of time. Where the placement is moved to an earlier or later time that is appropriate and reasonable, the claim to payment remains in force. If and insofar as the placement of the digital advertising can be moved neither to an earlier nor to a later time, the Client has a claim to repayment of the corresponding part of the fee which it has paid. Further claims by the Client are excluded.

C.3.3 The placement of the digital advertising is carried out by the Provider in the best possible manner in line with the technical standards applicable at the time. In the process the reproduction quality is also dependent on the materials provided by the Client. Both parties are

aware that the state of the art does not make it possible to guarantee absolutely fault-free reproduction for every placement. Not every deviation therefore represents a defect, in particular if it is caused

- by disruption of the communication networks of other operators or
- by computer breakdown at third parties /e.g. other providers) or
- by incomplete or not updated offers on so-called proxy servers (buffers) of other providers or online services or
- by a breakdown of the Ad Server which does not last longer than 24 hours (continuously or cumulatively) within 30 days.

The Client must check on the digital advertising it has ordered immediately after the first placement and advise AD ALLIANCE in writing of any possible defect without delay, but not later than one week after the placement. Otherwise the execution of the order will be deemed approved.

#### C.3.4 Warranty.

C.3.4.1 In the case of unsatisfactory reproduction quality of the advertising materials the Client has a claim to reduction of payment or faultless substitute advertising, but only to the extent to which the purpose of the advertising material was impaired. If the substitute advertising is unsuccessful or unacceptable, the Client has a right to reduce payment or cancel the order. This shall not apply where the unsatisfactory quality is due to a fault for which the Client is responsible, e.g. faulty advertising materials.

C.3.4.2 Should the agreed objective or number of Ad Impressions or Ad Clicks not be reached by the end of the placement period, the Client will have the option of either an alternative booking (where available) or the issue of a credit note. If the agreed number is not reached with an alternative booking within a reasonable period either, the Client may require the issue of a credit note. AD ALLIANCE shall however not be liable for down times of an Ad Server used by the Client; for short deliveries in this respect during the placement period neither an alternative booking nor a credit note can be provided.

C.3.4.3 Other claims under warranty are excluded.

C.3.4.4 The Client's rights under warranty become time-barred after 12 months.

C.3.4.5 The stated limitations shall not apply where AD ALLIANCE or the Provider can be charged with deceitfulness.

C.3.5 AD ALLIANCE may on request permit the provision of advertising materials via an external Ad Server. The Client represents and warrants that the system it uses fulfils the following technical requirements:

- Use of a standard Ad Server,
- use of a standard load-balancing method,
- 24/7 support,
- Availability: fail-safe level of 99.2% (monthly basis)
- operation of cache busting,
- compliance with provisions and agreements on data protection.

If and for as long as the system does not fulfil one of these requirements, AD ALLIANCE has the right to stop the campaign. There will then be a reduction of the number of Ad Impressions to be supplied by AD ALLIANCE, and of other obligations accordingly. The claim to the agreed fee remains unchanged.

The Client will send the advertising materials in advance to an email address to be obtained from AD ALLIANCE. The lead times shall be as stated in section C.4.1. AD ALLIANCE reserves the right to object to unsuitable advertising materials. This shall apply likewise in the case of changes to already placed advertising materials.

C.3.6 The calculation of the Ad Impressions and Ad Clicks is determined on the basis of the data collected by AD ALLIANCE via its Ad Server. The term Ad Impression covers every reply by AD ALLIANCE's Ad Server as a reaction to an enquiry from a user's browser, adjusted to automatic processes, such as Impressions generated for example by search engines. If the Client predicts an underdelivery during the placement period of more than ten percent below the performance booked, it must inform AD ALLIANCE as soon as it gains knowledge thereof. In this case the parties shall work on a joint remedy. Should the agreed number of Ad Impressions or Ad Clicks be reached before the end of the agreed period, the parties shall agree on an increase of the agreed fee or a premature ending of the period.

#### C.4 Delivery of advertising materials

C.4.1 Advertising materials for standard forms of advertising must reach AD ALLIANCE in complete form not later than 3 days before the date agreed for the first placement. Advertising materials for Ad Specials must reach AD ALLIANCE in complete form not later than 5 days before the date agreed for the first placement. If earlier delivery is required in individual cases, this will be coordinated individually between AD ALLIANCE and the Client. The advertising materials must, except where they are created by the Provider or AD ALLIANCE, be sent by email as image files which must use the pixel formats stipulated by AD ALLIANCE. The other technical requirements for the advertising materials can be retrieved at the AD ALLIANCE website under the heading " Werbemittel-Spezifikationen ".

C.4.2 The Client will be notified if AD ALLIANCE finds that the advertising materials do not correspond to the specifications. The risk related to the transfer of the advertising materials is borne by the Client. Together with the delivery of the documents the Client shall provide the written information necessary for settlement of accounts with the exploitation companies in regard to audio recordings, in particular the producer, composer, title and duration of the music used. By failing to provide the said information the Client shall represent and warrant that no industrial audio recordings were used in the production of the materials.

C.4.3 In the event of late or incomplete delivery the Client shall be obliged to pay the order value in full.

C.5 Online sponsoring and other Ad Specials of digital advertising are in addition subject to the "Additional Terms for Crossmedia and Ad Specials", which have priority over these GTCs and can be retrieved from the AD ALLIANCE website.

C.6 Low-fare bookings relating to InPage advertising space are also subject to the "Additional Terms for Low-fare InPage Bookings", which have priority over these GTCs and can be retrieved from the AD ALLIANCE website.

### **D. Special Provisions for print advertising**

D.1 These Special Provisions for print advertising apply, in addition to the General Provisions in section A. of these GTCs, to the booking and implementation of press advertising in printed newspapers, periodicals and magazines and in their electronic 1:1 reproduction as an ePaper.

D.2 If an order grants the right to call off individual advertisements, the contract must be performed within one year of the appearance of the first advertisement.

D.3 The Client alone is responsible for the punctual delivery and the faultless condition of suitable printer's copy material that corresponds to AD ALLIANCE's format and the technical specifications and of other advertising materials. Delivery must be effected via the DUON portal ([www.duon-portal.de](http://www.duon-portal.de)), except where agreed otherwise.  
Costs for changes to the advertising materials that are requested by the Client or for which the Client is responsible shall be borne by the Client.  
Advertisements whose design makes them not identifiable as advertisements are, following statutory requirements, made identifiable as such by the publishers, as a rule with the word "Anzeige".

D.4 Printer's copy material is only returned to the Client on special request. The obligation to retain printer's copy material and advertising materials ends six weeks after the first publication of the advertisement.

D.5 Warranty.

D.5.1 If the publication of the advertisement does not correspond to the contractually required condition, the Client will have a claim to reduction of payment or a faultless substitute advertisement, but only to the extent to which the purpose of the advertisement was compromised. A deviation from the contractually required condition shall in particular not be present

- in the case of variations of colour and tone in express/last minute advertisements;
- in the case of slight deviations of colour and tone in other advertisements;
- in the case of deviations of colour reproduction due to differences of paper quality and sheet division, in particular for pages 2 and 3;
- in the case of minor register differences
- in the case of minor format changes.

D.5.2 AD ALLIANCE has the right to refuse to place a substitute advertisement if

- this requires an amount of work which, having regard to the content of the order and the demands of good faith, is grossly disproportionate to the Client's interest in performance, or
- this would only be possible at disproportionate cost.

D.5.3 If AD ALLIANCE fails to meet a reasonable deadline set it for the substitute advertisement or if the substitute advertisement is still not free from defect, the Client shall have a right to reduction of payment or withdrawal from the contract. No withdrawal shall be possible in the case of insignificant defects in the advertisement. Complaints must be filed immediately after the reason for them becomes apparent, but not later than four weeks as from the first day of sale.

D.6 AD ALLIANCE will supply an advertiser's copy upon request. If such copy can no longer be obtained, the substitute for it will be a legally binding confirmation by AD ALLIANCE that the advertisement was published and circulated.

D.7 The publisher may at short notice use cover wraps on periodicals which obscure the advertisement motif on the cover pages.

The publisher may, under pressure of events, postpone publication dates or deliver the publication before the date of first sale. In individual cases, subscribers may receive the publication by post or ePaper before the date of first sale.

These cases shall not generate any claims on the part of the Client vis-à-vis AD ALLIANCE or the publisher.

- D.8 AD ALLIANCE may make the advertisements accessible to the public in the ePaper of the publication. There shall be a claim to publication in the ePaper only where the Client has expressly booked the publication.
- D.9 The Client's responsibility for the contents of the advertising materials (section A.-7) and for the completeness of the rights transferred to AD ALLIANCE (section A.6) also applies to sample articles and supplements provided by the Client. If finished goods are shipped at the Client's request, the risk shall pass to the Client as soon as the shipment is handed over to the person carrying out the transport.
- D.10 In the event of operational breakdown or cases of force majeure, illegal industrial strife, unlawful confiscation, traffic disruptions, general shortages of raw materials or energy and the like – both in the publisher's company and in an external company whose services are used by AD ALLIANCE or the publisher for the fulfilment of their obligations – AD ALLIANCE shall be entitled to payment in full for the advertisements published, if the publication has been delivered with 80% of the circulation sold on average in the last four quarters or otherwise guaranteed. In the case of lower distribution by the publisher the invoice amount is reduced in proportion to the difference between the guaranteed circulation figure and the circulation actually distributed.

## **E. Special Provisions for Other Services**

- E.1 Word-of-mouth campaigns, product tests and influencer campaigns are in addition subject to the "Additional terms for word of mouth campaigns, product tests and influencer campaigns", which have priority over these GTCs and can be retrieved from the AD ALLIANCE website.
- E.2 Orders for the production of digital advertising materials, print products or advertising content are in addition subject to the "Additional terms for production orders", which have priority over these GTCs and can be retrieved from the AD ALLIANCE website.
- E.3 Events are in addition subject to the "Additional terms for events", which have priority over these GTCs and can be retrieved from the AD ALLIANCE website .
- E.4 Advertising in podcast episodes and other audio advertising are in addition subject to the "Additional terms for audio", which have priority over these GTCs and can be retrieved from the AD ALLIANCE website.
- E.5 Teletext advertising is in addition subject to the "Additional terms for teletext", which have priority over these GTCs and can be retrieved from the AD ALLIANCE website

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