

General Terms and Conditions of Condé Nast Verlag GmbH for Online Advertising

§ 1 Scope of application, Customer Terms and Conditions, Individual Agreements, Future Advertising Contracts

(1) The online advertising services of Condé Nast Verlag GmbH, Karlstrasse 23, 80333 Munich ("**Publishing House**") as well as the marketing of advertisement on websites, mobile services or mobile websites (for smartphones and tablets) and other digital products shall be governed exclusively by these General Terms and Conditions ("**GTC**"). Unless agreed otherwise and in writing, no Customer general terms and conditions shall apply. Any individual agreements made with the Customer shall take precedence over these GTC.

(2) These GTC also apply to all future Advertising Contracts with the Customer in ongoing business relationships, whether or not these GTC are expressly referenced in each case.

§ 2 Advertising Contracts, Advertisements, Written Form

(1) An "**Advertising Contract**" for the purposes of these GTC shall mean a contract between the Publishing House and the Customer for the placement of one or several Advertisements in connection with standard advertising formats, special advertising formats and/or other advertising co-operations in information and communication services, especially on the internet and in mobile services. Internet and mobile services shall be treated equally, except where defined otherwise.

(2) "**Advertisements**" for the purposes of these GTC shall mean any created advertising messages which may in particular be composed of one or several of the following elements:

- a) of texts, images, audio sequences and/or moving images,
- b) of further elements in connection with special advertising formats (e.g. Advertorial, MicroChannel) and other advertising co-operations (e.g. topic specials),
- c) of a sensitive area which, when clicked, establishes a connection via an online address designated by the Customer, to further data within the Customer's control (e.g. links).

(3) Where the written form is required under these GTC this requirement may be fulfilled by letter, fax or email.

§ 3 Offers, Effective Contract, Customers

(1) Unless otherwise specified or agreed all offers by the Publishing House remain subject to availability of the offered advertising sites and are without any commitment.

(2) Unless agreed otherwise an Advertising Contract becomes effective by a written confirmation of the Customer's request by the Publishing House but at the latest by the placement of the Advertisement by the Publishing House.

(3) If requests for Advertising Contracts are placed by advertising agencies, the Advertising Contract will be concluded with the advertising agency, not with its customers, unless agreed otherwise in writing. If a customer of the advertising agency shall become a Customer under these GTC, the advertising agency will expressly refer to the agency relationship and identify the Customer by name. The Publishing House has the right to demand proof of authorization from the advertising agency.

(4) Any advertising for goods or services of more than one advertiser or other advertising space buyer within an Advertising Contract requires an additional, express written agreement.

§ 4 Refusal of Advertising Contracts, Withdrawal and Suspension of Advertising Contracts, Marking of Advertisements

(1) The Publishing House reserves the right to refuse Advertising Contracts, including Contracts that have been confirmed with legally binding effect and individual call-offs under one Advertising Contract, on grounds of content, origin or technical format of the Advertisement in accordance with uniformly applied,

reasonably justified principles of the Publishing House, if the Advertisement, in the equitable discretion of the Publishing House, contravenes any laws, official regulations, third party rights or honest practices or if its placement is not reasonably acceptable for the Publishing House.

(2) The Publishing House may withdraw and/or suspend any Advertisements published if any circumstances occur or become known to the Publishing House afterwards which fulfill the criteria set out in § 4 (1) above.

(3) The Publishing House will notify the Customer without delay of any refusal, withdrawal and/or suspension of an Advertisement.

(4) Advertisements that are not recognizable as such by their design alone may be clearly marked as Advertisements by the Publishing House, e.g. by a reference "Anzeige [advertisement]".

§ 5 Performance of Advertising Contracts, Placing of Advertisements, Changing of Bookings, Call-Off Bookings, AdImpressions, Discount Scale, Changes to Websites

(1) Any booked Advertisement will be placed on the agreed website within the agreed placement period. Unless expressly agreed otherwise in writing, there exists no claim to a placement at a specific position. The Publishing House will use best efforts to ensure that the Advertisement is placed at the Customer's preferred position.

(2) The Customer has the right to change bookings of agreed advertising placements (changing the booked website, preferred position and placement period), provided that the change request is notified in writing at least two weeks prior to the agreed campaign start date, the agreed booking volume (remuneration in accordance with the price list as applicable from time to time) is maintained, the placement of the changed volume is not delayed with respect to the originally booked volume, and the Publishing House has sufficient capacities available for the requested new Advertisement booking.

(3) If the Customer has the right to call off individual Advertisements under an Advertising Contract, the Contract has to be implemented within one year of its conclusion, unless agreed otherwise. If the right of call-off is not exercised within that time period for reasons within the Customer's control, the right will become forfeited without substitution after the end of the one-year period. Nothing in this shall affect the obligation to pay the agreed fee.

(4) Where the Publishing House has guaranteed a particular number of AdImpressions to be delivered under any Advertising Contract, the Publishing House agrees to supply such AdImpressions at the agreed advertising sites/formats. Should the Publishing House be unable, for reasons outside the Publishing House's control, to fully deliver the agreed volume within the planned placement period, the time period shall be extended until full delivery has been made, unless otherwise agreed in writing. The number of AdImpressions is determined solely by the evaluation of the Publishing House's ad server; for the reporting see also § 9 hereof.

(5) Where a discount scale has been agreed and the volume delivered falls short of the volume agreed in the Advertising Contract, the discount will be calculated on the basis of the actual, not the booked, volume, unless the Publishing House is responsible for the underdelivery.

(6) In the interest of maintaining an at all times up-to-date appearance, the Publishing House in its sole discretion has the right to adjust the design of its websites, including integrated shops and/or their layout, or to move them to an international platform, except where such change would not allow for an equivalent presentation of the Advertisement.

§ 6 Data Supply by the Customer, Modification of Advertisements by the Customer

(1) The Customer is obliged to supply due and proper Advertisements which, in particular, are consistent with the format or technical specifications of the Publishing House, and/or the data required to design the Advertisement under a particular Advertising Contract, in a timely manner but at the latest

a) five working days prior to the campaign start date for standard advertising formats,

b) fourteen working days prior to the campaign start date for Advertising Contracts relating exclusively or partly to special advertising formats; advertising formats placed in mobile services count as special advertising formats,

c) four weeks prior to the campaign start date for special advertising formats produced specially for the Customer by the Publishing House, such as customized newsletters, competitions, specials ("**Custom Solutions**"), and

d) four weeks prior to the campaign start date for all other advertising co-operations.

(2) Any costs incurred by the Publishing House for modifications of the Advertisements requested by the Customer or for which the Customer is responsible will be borne by the Customer.

§ 7 Cancellation of Advertising Contracts

(1) The Customer has the right to cancel Advertising Contracts, subject to payment of the fee set out below, unless the Customer or the Publishing House proves that the Publishing House is entitled to a lower or higher fee in accordance with Sec. 649 s. 2 Bürgerliches Gesetzbuch (BGB):

a) Advertising Contracts for standard advertising formats or relating exclusively or partly to special advertising formats may be cancelled at no charge up to three weeks prior to the campaign start date. For any later cancellations the Customer will be charged 30 percent of the contract value. The full invoiced amount will be due for Advertising Contracts cancelled after the campaign start date.

b) Custom Solutions and all other advertising co-operations may be cancelled at no charge up to six weeks prior to the campaign start date. For any later cancellations the Customer will be charged a prorated fee according to the actual cancellation date (by way of example, the fee will be 1/6 of the contract value for cancellations five weeks prior to the campaign start date, and 5/6 of the contract value for cancellations one week prior to the campaign start date); as a minimum, however, the Customer will be charged the technical expenditures incurred for the Advertising Contract by the time of the cancellation (for example in the case of streaming or mobile services). The full invoiced amount will be due for cancellations after the campaign start date.

(2) Nothing in this shall prejudice the right of termination for cause.

(3) Any notice of termination, including of cancellation, must be given in writing to become effective.

§ 8 Customer Warranty, Indemnification, Advertising for Drugs and Healthcare Products, Customer Rights Transfer

(1) The Customer warrants that he holds all rights necessary for placing the Advertisements and that the Advertisements and any data supplied by the Customer in this context are not encumbered by any third party rights and do not infringe any third party rights (such as copyrights, personal rights, marking rights) or other official or statutory provisions. The Customer will indemnify the Publishing House against any claims of third parties based on a breach of the above warranty and/or will compensate any related losses, including in particular the costs of any necessary legal defense, except where the Customer is not responsible for the breach. The Publishing House is under no obligation to examine Advertising Contracts for whether they impair any third party rights. The Customer is obliged to support the Publishing House in good faith with information and documents in the legal defense against third parties. The Publishing House has the right to make the placement of advertising for drugs and healthcare products contingent upon the Customer's written confirmation of legal admissibility of the advertising, and/or to have the advertising template reviewed for legal admissibility by a relevant expert with the consent and at the expense of the Customer.

(2) The Customer transfers to the Publishing House all copyrights, rights of use, ancillary copyrights and other rights required to use the Advertisements by means of all known technologies as well as in online media and mobile services of any kind, for the time and to the extent necessary to perform the Contract and with no limits as to territory, in particular the right of reproduction, distribution, publication, communication and making available to the public, transmission, broadcasting, withdrawal from a database and retrieval.

§ 9 Reporting by the Publishing House

Unless agreed otherwise the Publishing House will provide the Customer, in view of standard advertising formats and within ten working days after the placement of the Advertisement, with reports on the number of AdImpressions, the accesses to the Advertisement (clicks) and the downtime of the ad server to the extent it exceeds one uninterrupted hour. In view of special advertising formats and other advertising co-

operations, any reporting shall be subject to a separate agreement, for example on the provision of a restricted report as agreed by the parties.

§ 10 Prices

Unless agreed otherwise the Publishing House price list as applicable at the time of the Customer's request will apply. The prices stated therein are EURO prices exclusive of statutory value-added tax.

§ 11 Invoicing, Terms of Payment, Agency Commission, Default in Payment, Customer Set-off and Right of Retention

(1) Invoicing will be effected monthly in advance at the beginning of the month of placement for the Advertisements to be placed during the month of placement. The amount of an invoice will be calculated on basis of the agreed advertising placements within the accounting period in conjunction with the prices defined by agreement or by the applicable price list. If the Publishing House or a third party engaged by the Publishing House produces an Advertisement under a contractual agreement, the agreed remuneration will be billed separately.

(2) All invoices fall due for payment without any deductions within 30 days after the invoicing date. Payments will be effected to the Publishing House account specified on the invoice. Bank charges will be at the Customer's expense. Checks will be accepted only on account of performance.

(3) Advertising agencies or advertising brokers will receive an agency commission in the amount of 15% of the contract value paid by the Customer (after deductions and exclusive of value-added tax), provided that they advise their customers or are able to prove having rendered such services and provided that billing is effected directly to the advertising agency or advertising broker.

(4) In the event of default in payment the Publishing House will have the right to suspend any further placements.

(5) The Customer may assert a right of retention with respect to claims of the Publishing House only if it is based on claims from the same contractual relationship which are uncontested, ready for a decision or established by final enforceable judgment. Any set-off by the Customer will not be permitted unless the Customer's counter-claim has been established by final enforceable judgment, is ready for a decision or uncontested.

§ 12 Impediments to Performance

If the performance of a Contract fails for reasons outside the control of the Publishing House or reasons not imputable to the Publishing House (such as software-related or other technical reasons), in particular computer failure, force majeure, lawful strike, legal requirements, disruptions within the responsibility of third parties (e.g. other providers), network providers or service providers or for similar reasons, the Contract will be performed subsequently where possible. If the Contract is performed subsequently within a reasonable period of time that is acceptable for the Customer after the removal of the impediment, the remuneration claim of CondéNet will be maintained.

§ 13 Warranty, Inspection, Notification of Defects

(1) Within the limits of the foreseeable requirements the Publishing House warrants a customary state of the art, best possible presentation of the Advertisement, where permitted by the Advertisements and/or data supplied by the Customer. The Customer is aware of the impossibility in the state of the art to create software that is completely free from defects. The warranty does not cover immaterial defects. In particular, an immaterial defect in the presentation of the Advertisement is given if it is caused by

- the use of unsuitable presentation software and/or hardware (e.g. browser), or
- a disruption of the communication networks of other providers, or
- a computer failure due to system failure, or

- incomplete and/or outdated offers on proxies (caches), or
- a failure of the ad server which persists for no longer than 24 hours (consecutively or added) within 30 days after the start of the contractually agreed placement.

In the event of a failure of the ad server for a substantial period of time (more than 10 % of the booked time) in connection with a fixed, time-based booking, the Customer's payment obligation will be suspended for the duration of the failure. Notwithstanding § 14 (1) and § 14 (4) below, any further claims shall be excluded.

(2) The Customer is obliged to inspect any placed advertising promptly upon first placement and to notify the Publishing House in writing of any defects within the first week of the placement. After the expiry of this period any defects will be deemed approved. If the Customer requests a change of the advertising after the expiry of the aforesaid period, he will be obliged to bear the costs incurred by the change.

(3) If the Contract is performed inadequately, the Customer, at the option of the Publishing House, will be entitled to rectification of the deficiencies or a faultless replacement placing of advertising, however, only to the extent to which the purpose of the Advertisement was impaired. If rectification or replacement advertising fails, the Customer may withdraw from the Advertising Contract or reduce the remuneration.

(4) In the event of any concealed defects in the Advertisement as supplied, the Customer will not be entitled to any claims based on deficiencies in the placement. The same applies to defects in recurring advertising placements unless the Customer notifies the defect prior to the next placement.

§ 14 Publishing House Liability

(1) Liability shall be unrestricted for damage caused by intent or gross negligence.

(2) In the event of a slightly negligent breach of a major obligation or of an accessory obligation whose breach puts the achievement of the contractual purpose at risk or whose fulfillment is essential to the due and proper fulfillment of the Advertising Contract and on whose fulfillment the Customer could reasonably rely on ("**essential accessory obligation**"), the liability of the Publishing House will be limited to damage characteristic for the contract and foreseeable at the time of conclusion of the contract. The Publishing House accepts no liability for slightly negligent breaches of contractual accessory obligations which are not essential accessory obligations.

(3) Where the liability of the Publishing House is limited to foreseeable damage, the amount of liability is restricted to a maximum of five times the remuneration under the Advertising Contract.

(4) Nothing in this shall affect the liability in the event of malicious concealment of defects, of a guarantee as to quality and of injuries to life, limb or health. This shall not entail a shifting of the burden of proof to the Customer's disadvantage.

§ 15 Governing Law, Place of Performance, Place of Jurisdiction, Severability

(1) These GTC are governed by German law.

(2) The place of performance shall be the domicile of the Publishing House if the Customer is a business.

(3) In business transactions with businesses, legal persons under public law, public law funds or Customers having no general place of jurisdiction in Germany, the domicile of the Publishing House shall be the place of jurisdiction. However, the Publishing House is entitled to sue the Customer at any other legal place of jurisdiction.

(4) If any provision of these GTC is invalid or unenforceable, nothing in this shall prejudice the validity of the remaining provisions hereof.

Status: April 2015

© 2015 Condé Nast Verlag GmbH