

## GENERAL TERMS AND CONDITIONS FOR ONLINE MEDIA

---

The following General Terms and Conditions (hereinafter „the GTC“) govern the relationship between the Marketer and the Client when placing and processing advertising orders for online media marketed by the Marketer, unless otherwise agreed in text form. Insofar as these do not fall under the scope of the General Terms and Conditions for Newspapers or Magazines, the GTC shall also apply to advertising orders for applications („apps“) and mobile websites and e-papers marketed by the Marketer. The Client may request, print, download or save these GTC at any time at [werbung@isarvest.de](mailto:werbung@isarvest.de).

### 1. Definitions

1.1 „Offer“ within the meaning of these GTC is the offer of the Marketer for the placement and publication of one or more advertising media in media, information and communication services, in particular the World Wide Web (hereinafter jointly referred to as „online media“) for the purpose of dissemination. Unless expressly designated otherwise as a binding offer, offers by the Marketer are subject to change, i.e. not binding, and are subject to the availability of the services offered.

1.2 „Advertising order“ within the meaning of these GTC is the offer by a client for the placement and publication of one or more advertisements or other advertising media (hereinafter collectively referred to as „advertising media“ or „advertisement“) of an advertiser or other advertiser (hereinafter collectively referred to as „advertiser“) in online media for the purpose of dissemination. The Advertiser may be an agency or an Advertiser directly.

1.3 An advertising medium within the meaning of these GTC may consist, inter alia, of one or more of the following elements: an image and/or text, sound sequences and/or moving images (including banners, videos), graphics or text from which the Partner's offer is linked or the integration of the Partner's content on the online media.

1.4 „Marketer“ is Isarvest GmbH for all online media marketed by the company.

1.5 „Usage-based online advertising“ within the meaning of the-

se GTC is any online advertising medium that is targeted with the help of personal data of the actual or presumed allocation to a specific target group.

### 2. Conclusion of contract

2.1 In the case of an advertising order, a contract is concluded, unless expressly agreed otherwise individually, by publication of the advertising medium (in the case of several advertising media of the first advertising medium) in the online media marketed by the Marketer or by confirmation of the Marketer in text form. If a binding offer is made by the Marketer, the contract shall be concluded by the Client's declaration of acceptance.

2.2 If only a total advertising volume is stipulated in the advertising order, the Marketer shall determine the size and scheduling of the individual advertising media placements in agreement with the Client, depending on availability, otherwise at his reasonable discretion, taking into account the interest of the Client. The Client shall ensure that the placements covered by the contract are also booked within the term of the contract.

2.3 If agencies place advertising orders, the contract shall be concluded with the Agency, subject to other agreements in text form. The Agency shall be obliged to provide the Marketer on request with proof of trade via an excerpt from the Commercial Register, from which the placement of advertising orders is evident, and proof of mandate.

2.4 Advertising orders from advertising and media agencies will only be accepted for advertisers precisely named. Advertising for the products or services of an advertiser other than the one specified in the booking shall in any case require the prior consent of the Marketer in text form.

2.5 If the granting of AE (agency commission) is not excluded, an intermediary fee of 15 % on the invoice net, i.e. on the invoice total without VAT after deduction of discounts, shall be remunerated for all orders for the booking of advertising space placed via an advertising agency recognised by the Marketer. This excludes, in particular, setup fees, technical costs as well as remuneration for creative services and all targeting products.

2.6 Amendments and supplements to a contract as well as deviations from these GTC must be made in text form. For contract amendments and supplements, this also applies to the waiver of the written form clause.

2.7 In the case of agency bookings, the Marketer reserves the right to also forward booking confirmations to the Client of the agency.

2.8 If a Client books advertising media from the Marketer within the framework of a contract for online media which are not exclusively marketed by the Marketer, or advertising media which go beyond online advertising media, the Marketer cannot give a binding commitment regarding the placement of the advertising media in terms of dates. Any information on publication dates is therefore to be understood as subject to change.

### **3. Advertisement publication**

3.1 The design and editorial sovereignty over the websites marketed by the Marketer is incumbent on the respective online media. The Marketer therefore reserves the right to change the structure of the pages and/or the designation of the areas at any time. If advertising media are only to be published on certain publication dates or in certain places in the online media, this shall therefore require an expressed agreement with the Marketer. A minor repositioning of the online advertising media within the agreed environment is possible if the repositioning does not have a significant detrimental effect on the advertising impact of the advertising media. The orders for these advertising media must be received by the Marketer in good time so that the Client can be informed before publication if the order cannot be executed in this way. Classified advertisements shall be published in the respective category without this requiring express agreement.

3.2 Regardless of the publication in online media, the Marketer is entitled, but not obliged, to publish placed advertising orders also in other online media of the Marketer within the framework of the technical possibilities. The templates available for the online media can be adapted to the respective requirements.

3.3 Advertising Media shall be offered and delivered by the Marketer as standard multiscreen (website, mobile website, app, accelerated mobile pages, etc.). The Marketer is free to distribute the advertising media across the channels. After consultation and corresponding adjustment of the offer, the Marketer restricts the payout to certain channels or distributes

the payout after consultation.

3.4 Advertising media will also be delivered to non-consent traffic (reach without or with only partial user consent or reach with user opt-out for the processing of personal data).

3.5 An exclusion of competing advertisements is not promised in principle.

3.6 The Marketer will place the online advertising media - apart from special contractual agreements - in the advertising space during the booked period and/or until the booked media performance has been achieved. The Marketer will report to the Client on the number of ad impressions and/or ad clicks delivered during the campaign in a format specified by the Marketer. In the case of long-term campaigns, monthly actual billing will be carried out. In the event of under-delivery, the Marketer will - insofar as possible and appropriate - make a subsequent delivery in accordance with the ad impressions agreed with the Client. The subsequent delivery shall take place - subject to any special agreements in text form - during or following the period agreed in the contract.

3.7 The number determined by the Marketer's ad server shall be decisive for counting the billing-relevant metrics (e.g. ad impressions, views). The Client is at liberty to prove that the actual number deviates from this. However, a deviation of no more than 10% shall remain irrelevant in any case.

3.8 If the Client demonstrates a deviation of the actual figures from the figures determined by the Marketer of more than 10 % in accordance with clause 3.7, the following regulation shall apply to the number of billing-relevant metrics that exceed the 10 % deviation (hereinafter „over-deviation“): The Client shall notify the Marketer of the over-deviation immediately and, as far as possible, during the campaign term by e-mail to werbung@isarvest.de. The Client shall analyse the reason for the over-deviation together with the Marketer. The parties shall jointly analyse the reason for the excess deviation and endeavour to remedy the cause thereof. Insofar as the cause is determined to be an error in the determination of the number of billing-relevant metrics by the Marketer, the figures that would have been determined by the Marketer without the determined error shall be deemed decisive in the result. If the cause cannot be determined unambiguously, the Parties shall average the number of billing-relevant metrics to that extent.

3.9 Generally, the Client cannot measure Non-Consent-Traffic with reference to persons. Tracking or measurement is not possible without the user's consent to the processing of his personal

data. The Marketer, on the other hand, can measure the billing-relevant metrics (e.g. ad impressions, views) on the websites without personal reference through its technical integration. In this respect, sections 3.7 and 3.8 do not apply to this traffic. Non-Consent Traffic is billed according to the figures of the Marketer.

#### **4. Obligations of the client, labelling of advertising media and right of refusal of the marketer**

4.1 The Client is responsible for ensuring that the content provided by it, in particular its advertising media and the websites to which the respective advertising media refer, are designed in such a way that they do not violate legal provisions and, in particular, comply with regulations relating to the protection of minors, the press, competition, data protection, criminal law and media service law.

4.2 In the event of a breach of clause 4.1, the Client shall indemnify the Marketer in full against all costs incurred by the Marketer as a result, including the costs of legal defence, upon first request. The Marketer is not obliged to check the advertising media prior to placement and publication of the advertising media.

4.3 The Marketer reserves the right to reject advertisements or other advertising media, in particular if their content violates laws or official regulations or their content has been objected to by the German Advertising Council in a complaints procedure or their publication violates the rights of third parties or the interests of the Marketer due to their content, design, origin or technical form. The Client shall be notified immediately of the rejection of an advertising medium. In the case of advertising media whose appearance corresponds to the editorial design of the online media, the Marketer reserves the right to object in the sense of its journalistic mandate. Advertising media which have an editorial design must be clearly distinguishable from the basic typeface of the online media and must be marked with the word „Advertisement“. Advertising media which are not recognisable as an advertising publication due to their design shall be clearly identified as such by the Marketer with the word „Advertisement“ or „Sponsored Content“.

4.4 Advertising media containing advertising by or for third parties (joint advertising) require the prior consent of the Marketer in text form in each individual case. The advertisers must be named. The Marketer reserves the right to charge a combination surcharge or a different discount.

4.5 The Client must maintain the websites to which the Advertising Medium is to be linked throughout the term of the contract.

4.6 If the Client has already been warned or is being warned because of the content of an advertising medium or has already submitted or is submitting a declaration to cease and desist, the Client is obliged to inform the Marketer of this without delay. If the Client fails to comply with this obligation, the Marketer shall not be liable for any damage incurred by the Client as a result of repeated publication of the advertisements (content) objected to.

4.7 The Marketer is entitled to interrupt the placement and publication of the booked advertising medium if the Client has changed the content to which the banner is linked by means of hyperlinks and/or there is suspicion of an illegal advertising medium and/or illegal content of one of the linked websites and/or the infringement of third party rights and/or the Client is in arrears with the payment of the remuneration. This applies in particular in cases of the assertion of claims by third parties against the Marketer or the Client due to the placement and publication of the booked advertising material or in the case of investigations by state authorities due to such content. The Marketer's claim to remuneration shall remain unaffected by this.

#### **5. Transmission of online advertising material**

5.1 It is the Client's responsibility to deliver proper templates, in particular templates that comply with the format or the technical specifications of the Marketer for the creation and transmission of online advertising media, including all content, information, data, files and other materials required for the advertising media (hereinafter „templates“) in a complete, error-free and virus-free manner and in good time, i.e., unless otherwise agreed, no later than 7 working days prior to publication, and to mark them sufficiently for use by the Marketer. In the event that the Marketer is commissioned with the placement of usage-based online advertising, the technical specifications to be complied with by the Client may in particular stipulate that the advertising material to be placed must be transmitted. Unwanted publication results which can be attributed to a deviation of the Advertiser from the recommendations of the Marketer shall not lead to any claim to a price reduction. The Marketer is not obliged to check the content for completeness and correctness.

5.2 Costs incurred by the Marketer for changes to the templates requested by the Client or for which the Client is responsible shall be borne by the Client.

5.3 The Client shall ensure that the transmitted files are free of computer viruses prior to the digital transmission of originals. In particular, the Client shall be obliged to use commercially

available protection programs for this purpose, which must be up-to-date in each case. If the Marketer discovers sources of damage of the aforementioned type on a file transmitted to him, the Marketer will no longer make use of this file and delete it, as far as this is necessary to prevent or limit damage (in particular to prevent the source of damage from spreading to the Marketer's IT system), without the Client being able to assert claims for damages in this connection. The Marketer reserves the right to claim damages from the Client if the Marketer has suffered damages as a result of such sources of damage infiltrated by the Client.

5.4 In the event that the delivery of the advertising media is not punctual, incomplete and/or does not comply with the technical specifications or the Tracking Guidelines, the Marketer is entitled to fill the intended placements elsewhere until the delivery is faultless. The execution of the contract will then be made up for at the discretion of the Marketer. The Client is nevertheless obliged to pay the full placement price.

5.5 If an advertising order is not carried out or is carried out incorrectly because the Client breaches its duties to cooperate, in particular if artwork is not delivered on time, is incomplete and/or defective or incorrectly marked, is deleted in accordance with Clause 5.3 or technical specifications are not implemented, the Marketer shall nevertheless be entitled to the agreed remuneration.

5.6 Irrespective of the delivery of the digital advertising media, an order must be placed in text form with motif identification. The delivery of the advertising media alone does not constitute the placing of an order.

5.7 The Parties shall each appoint a responsible person for the coordination of the content.

5.8 In exceptional cases, the Marketer may permit the provision of advertising media via an external ad server. In these cases, the Marketer reserves the right to view these advertising motifs prior to their placement and to refuse placement if necessary. The Client is obliged to submit these advertising motifs to the Marketer for inspection and to notify the Marketer of any subsequent changes.

## 6. Deficiencies

6.1 If the publication of the advertisement does not comply with the quality or performance owed under the contract, the client shall be entitled to a reduction in payment or a faultless replacement advertisement, but only to the extent that the pur-

pose of the advertisement was impaired. The marketer has the right to refuse a replacement advertisement or replacement publication if

(a) this requires an effort which, taking into account the content of the contractual obligation and the principles of good faith, is grossly disproportionate to the Client's interest in performance, or

(b) this would only be possible for the Marketer at disproportionately high costs. If the Marketer allows a reasonable period of time set for him for the replacement advertisement or the publication of the other advertising medium to elapse or if the replacement advertisement/replacement publication is again not faultless, the Client shall be entitled to a reduction in payment or cancellation of the order. In the event of insignificant defects in the advertisement or the publication of the other advertising medium, the cancellation of the order shall be excluded.

6.2 The Client shall inspect the Advertising Media immediately after the first placement. Notices of defects must be given to the Marketer immediately after publication, unless the defects are not obvious, in which case a period of six months shall apply.

6.3 The Marketer is liable for all damages, whether arising from a breach of contractual obligations or from tort, in accordance with the following provisions:

(a) In the event of gross negligence, liability towards entrepreneurs is limited to compensation for typical foreseeable damage; this limitation does not apply insofar as the damage was caused by legal representatives or executives of the Marketer.

(b) In the event of simple negligence, the Marketer shall only be liable if a material contractual obligation has been breached, a guarantee has been assumed or fraudulent misrepresentation has been made. Material contractual obligations are obligations the fulfilment of which is a prerequisite for the proper performance of the contract and the observance of which the contractual partner relies on and may also rely on. In such cases, liability is limited to the typical foreseeable damage. In the event of liability only for the typical foreseeable damage, there shall be no liability for indirect damage, consequential damage or loss of profit.

6.4 All claims against the Marketer arising from a breach of contractual duty shall become statute-barred one year after the statutory commencement of the limitation period, unless they are based on intentional or grossly negligent conduct.

6.5 In the event of claims under the Product Liability Act and in the event of injury to life, limb or health, the Marketer shall

be liable without limitation in accordance with the statutory provisions.

## **7. Preview links**

Preview links will only be delivered upon specific request. The Marketer shall take into account all error corrections that are communicated to the Marketer up to the time of placement or within the deadline set when the preview link is sent.

## **8. Payments**

8.1 Invoices shall be issued on a monthly basis in accordance with the performance of the service. Invoicing may also relate to parts of the entire order. The final invoice shall be issued at the end of the complete provision of services, unless otherwise agreed in individual cases. Terms of payment: payable net cash immediately upon receipt of the invoice, unless otherwise agreed in these GTC or in text form in individual cases. The Marketer reserves the right to demand advance payment prior to publication for justified reasons, such as the commencement of a new business relationship.

8.2 The Client may only offset claims of the Marketer against an undisputed or legally established claim. The Client is only entitled to exercise a right of retention if the counterclaim is undisputed or legally established and is based on the same contractual relationship.

8.3 The Marketer may defer further execution of the current advertising order or contract until payment has been made and demand advance payment for the remaining advertisements.

8.4 In the event of justified doubts about the Client's ability to pay, the Marketer is entitled, even during the term of a contract, to make the publication of further advertisements dependent on the advance payment of the amount and on the settlement of outstanding invoice amounts, irrespective of any originally agreed payment deadline.

## **9. Advertisement voucher (screenshot)**

The Marketer shall provide a screenshot for advertisements and other advertising media on request; the Marketer reserves the right to demand separate, appropriate remuneration for this. If a receipt can no longer be obtained, it shall be replaced by a legally binding certificate from the Marketer on the publication and distribution of the advertisement.

## **10. Prices**

10.1 Prices are always exclusive of the respective statutory value added tax; this applies in particular to prices stated in advertising orders.

10.2 The Marketer is entitled to change the prices at any time with effect for the future. Price changes for advertising contracts are effective if they are announced by the Marketer at least one month before publication of the advertisement; in this case the Client has a right of withdrawal. The right of withdrawal must be exercised in text form within 14 days of receipt of the notice of change concerning the price increase. The right of withdrawal does not apply to orders to be processed in a continuing obligation. In this case, changes to the price list shall take effect immediately, unless expressly agreed otherwise.

## **11. Transfer and guarantee of rights**

11.1 The Client is responsible for ensuring that the templates provided by him, in particular his advertising media and the websites to which the respective advertising media refer, do not infringe the rights of third parties; in particular, he declares that he is the owner of all rights of use and exploitation required for the placement and publication of the templates provided by him as well as for the contents published on his website and that he is entitled to dispose of them. In the case of the creation of advertisements by the Marketer, the Client also declares that he holds all rights necessary for the creation of the advertisement. In this respect, he shall indemnify the Marketer against all claims of third parties on first demand. This also includes the costs for legal defence. The Client is obliged to support the Marketer with information and documents in the legal defence against third parties.

11.2 The Client shall transfer to the Marketer the non-exclusive rights of use, ancillary copyrights, trademark rights and other rights required for the creation and publication of the advertising in print, online and telemedia of all kinds, including the Internet, to the content provided by the Marketer, in particular the right to reproduce, distribute, transmit, broadcast, make publicly available, extract from a database and retrieve, including all known technical processes as well as all known forms of online media, in terms of time and content to the extent necessary for the performance of the order. The Marketer shall also receive, for an unlimited period of time, the right to self-promotion for the Marketer or the respective objects, including the right to use the contents and the achieved KPIs of the campaign as a show or industry case, the right of inclusion in and retrieval from a database, the archiving right and public access, in each case in connection with the Publishing Product for its own purposes and by third parties. The aforementioned

rights shall in all cases be transferred without local limitation and shall be freely transferable to third parties.

11.3 This grant of rights expressly applies to use via fixed and mobile communication networks and means, including all digital and analogue transmission and retrieval technologies, in particular via cable, radio, fixed and mobile satellite networks and microwaves, all known and future transmission methods (in particular WAN, LAN, WLAN, broadband, VHF, GSM, GPRS, EDGE, UMTS, HSDPA, HSUPA and DVB-T and DVB-H), protocols and languages (such as TCP/IP, IP, HTTP, WAP, HTML, cHTML and XML) and including playback on any receiving devices, such as in particular stationary, mobile and ultra-mobile computers, televisions, set-top boxes, (hard disk) video recorders, mobile phones, tablets, mobile digital assistants (MDA), Personal Digital Assistants (PDA) and Mobile Internet Devices (MID), and includes use in the context of telecommunication, telemedia and broadcasting services (such as web and mobile portals, applications, widgets, RSS, SMS, MMS, e-mail, messenger and messaging services and irrespective of whether they are provided as push or pull services) and in the context of any form of advertising and/or public relations work (including using the Content as an integral part of online advertising, such as banners, videos, screenshots, audio samples, teasers, newsletters, titles and names for the business, services or products of the Marketer, the online media marketed by the Marketer and/or third parties).

11.4 Any concepts and components underlying the offers of the Marketer are protected by copyright and competition law and must be treated confidentially by the Client. In particular, these concepts may not be passed on to third parties, either in this or in a modified form, nor may they be used by the Client for its own purposes outside the scope of the contract.

11.5 If a graphic file or in any other way the name, logo, company mark, trademark, work title or other business designation is used in connection with the advertising material, the Client grants the Marketer the non-exclusive, non-transferable right to use the graphic file or the corresponding signs in the respective advertising material for the duration of the contract.

11.6 Advertising motifs (promotions) designed by the Marketer for the Client may only be used for advertisements in the titles/issues booked for this purpose with the Marketer. No further rights are granted.

## 12. Duration

12.1 The contract ends with the expiry of the agreed contract

period in the advertising offer (described under point 2. ff of these GTCs).

12.2 If the parties have not expressly agreed on a contract term, the placement of the advertising media shall, in case of doubt, be called off by the Client within six months of the conclusion of the contract.

12.3 The right to extraordinary termination for good cause after prior warning remains unaffected. The termination must be made in writing. A right to termination without notice for good cause shall exist in particular if one of the parties repeatedly breaches a material contractual obligation despite a written warning, fails to remedy a continuing breach of contract within a reasonable period of time or fails to remedy its consequences, a warning has been issued against one and/or both parties and/or against an online medium marketed by the Marketer as a result of a contractual service and/or an interim injunction has been obtained or the Marketer has reasonable grounds to suspect that the Client or the content provided by the Client violates or infringes applicable legal provisions, in particular of the Criminal Code, the Interstate Treaty on the Protection of Minors in the Media or the applicable advertising guidelines; a reasonable suspicion that the Client or the content provided by the Client violates or infringes applicable legal provisions, in particular of the Criminal Code, the Interstate Treaty on the Protection of Minors in the Media or the applicable advertising guidelines, shall be deemed to exist. violate legal provisions; reasonable suspicion exists as soon as the Marketer has fact-based indications of a violation of legal provisions, in particular as soon as preliminary proceedings are initiated against the Marketer, the Client and/or against the online media marketed by the Marketer or as soon as the competent authorities request a statement. Furthermore, a reason for termination without notice exists if enforcement measures have been taken against one of the contracting parties and have not been lifted within one month.

## 13. Disruption of the contractual relationship in the event of force majeure

If the performance of a contract is cancelled in whole or in part for reasons for which the Marketer is not responsible, in particular due to computer failure, force majeure, strike, due to statutory provisions, due to disruptions from the area of responsibility of third parties (e.g. other providers), network operators or service providers or for comparable reasons, the parties agree already now on performance after expiry of the contract period. The claim to remuneration shall remain unaffected by this. If the performance of a contract is cancelled in whole or in part for reasons for which the Client is responsible, the statutory provisions shall apply in each case.



#### **14. Confidentiality and press**

14.1 Unless otherwise agreed in text form, the contracting parties shall treat details of the contractual relationship, in particular the prices and conditions, as well as business secrets of which they become aware directly or indirectly through the respective other party in the course of the performance of the contract, as strictly confidential. This shall not apply if disclosure is ordered by a court of law or by the authorities or is necessary for the enforcement of own rights against the respective other contracting party in court. The obligation shall continue for the entire term of the contract and indefinitely beyond any termination.

14.2 Press releases as well as other public announcements to third parties about the business relationship between the Marketer and the Client or regarding the details of agreements made require the prior approval of the Marketer. This also applies to logo publications for logos supplied by the Marketer.

#### **15. Data protection and use of anonymous data**

15.1 The Parties agree that, as a matter of principle, the Parties shall not process any personal data of the other Party within the scope of this Agreement. This does not apply to the operational commercial performance of this contract (such as the storage of contact persons of the parties).

15.2 If a Client or Advertiser processes personal data as defined in Art. 4 No. 1 of the German Data Protection Regulation (DSGVO) from the placement of Advertisements in the Online Media and/or accesses information stored on the End User's terminal equipment as defined in Art. 5 Para. 3 of Directive 2009/136/EC or stores such information (e.g. by storing data on a computer), the Client or Advertiser shall be entitled to withdraw such data from the Online Media. (e.g. through the use of protocols such as http(s), cookies, tracking pixels, fingerprinting or corresponding techniques in apps) (hereinafter also collectively referred to as „Processing“), the Client guarantees compliance with the following provisions.

a) Such processing always requires the prior approval of Marketer. The client and advertiser will comply with the applicable laws (such as in particular, but not exclusively, the German Data Protection Regulation (DSGVO), the German Federal Data Protection Act (BDSG), the German Telemedia Act (TMG) or corresponding laws of other countries) on their own responsibility even in the event of a release by the marketer. The usage data may only be processed anonymously or pseudonymously; they may never be combined by the Client and/or Advertiser with

information about the bearer of the pseudonym.

b) The client / advertiser is entitled to process the IP address of users of the online media to the necessary extent for the purpose of placing advertising media in the online media (i.e. for establishing connections and displaying content), but not in unabridged form for other purposes (e.g. analysis/tracking/marketing) in accordance with data protection standards. The same applies in particular to identifying browser fingerprints.

#### **16. Withdrawals before the start of service provision**

The Client may withdraw from contracts after they have been concluded in accordance with the following conditions: Withdrawals from contracts must be made in text form to the attention of the Client's contact person at the Marketer. The Marketer grants a free withdrawal up to three calendar months before the start of the agreed service provision. The date of receipt of the letter by the Marketer shall be decisive for the date of withdrawal. If this withdrawal period is not observed, the client shall pay 50% of the net order value plus VAT. Cancellation is excluded after the agreed start of placement.

Different deadlines or compensation payments apply to the following forms of advertising:

For cross-media offers, competitions, influencer campaigns, withdrawals are free of charge three months before the agreed start of placement. After that, 50% of the net order value must be paid. Cancellation is excluded after the agreed start of placement.

In the case of cooperations, withdrawals are possible free of charge up to three months before the agreed start of placement. Thereafter, 50% of the net order value must be paid. A withdrawal is also excluded after the agreed start of placement.

In the case of fixed-day placements, withdrawals are possible free of charge up to three months before the agreed start of placement. After this period, 50% of the net order value must be paid. Here, too, withdrawal is excluded after the agreed start of placement.

Technical costs and costs for creative services incurred for the booking up to the time of withdrawal will be charged to the customer in full.

#### **17. Final provisions**

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

17.2 The Client shall be notified of any amendments to the General Terms and Conditions in text form and on [extraETF.com/media-sales](https://extraETF.com/media-sales). They shall be deemed to have been approved by the Client, unless the Client objects to them in text form within one month of notification.

17.3 The validity of general contractual or business conditions of the Principal is expressly excluded. This also applies if the validity of such terms and conditions of the Client has not been expressly objected to and/or the Marketer provides the services without objection, i.e. advertising media are placed and published without objection.

17.4 The place of performance is the registered office of the Marketer. The place of jurisdiction is the registered office of the Marketer. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

The GTC was drawn up in German. In case of discrepancy, the german language version shall prevail. The German GTCs can be accessed at <https://de.extraetf.com/media-sales>.