

General Terms and Conditions (GTC) for Digital Advertising and Lead Generation



Scope and definitions

All contractual relationships between IDG Business Media GmbH or IDG Tech Media GmbH (hereinafter referred to as “IDG Media”) and the advertising Party (hereinafter referred to as the “Client”) on placement of online advertising and, if applicable, generation of leads shall be governed solely by these General Terms and Conditions and by the applicable rate cards (“media data”) of IDG Media, which form an essential part of the contract. Differing terms and conditions of the Client shall not apply. These General Terms and Conditions shall also apply to future business relationships with the Client without the need for any renewed reference to the fact that they apply. They shall also apply to orders placed verbally or over the phone.

1. Advertising orders and lead generation

An advertising order within the meaning of these General Terms and Conditions is the contract relating to placement of one or more advertisements by the Client in electronic information and communication services, especially the Internet, so that the advertising can be distributed and made available to the public by IDG Media.

Leads are contact data records that are obtained by means of direct marketing measures and that IDG Media provides to the Client. Depending on the agreed arrangements, they may include names, the e-mail address, company name, business address, company size and similar demographic, firmographic and personal data, as well as the full, documented and verifiable consent of the data subject to store and process that data and use it for direct marketing purposes.

2. Advertising

2.1 Advertising within the meaning of these General Terms and Conditions may comprise one or more of the following elements:

- Images or text,
- tone sequences and/or moving images (including banners),
- a sensitive area which, when clicked on, establishes a connection with further external data (i.e. data not in the sphere of IDG Media) in the sphere of the Client or a third party by means of an online address (such as a URL) specified by the Client.

Apart from conventional banner advertising, this may also include in particular product and company entries, sponsorships or e-mail campaigns. This also includes “download offerings” by the Client, such as webcasts, web videos, white papers or other download or streaming offerings provided by IDG Media. “White papers” are publications created by the Client and containing information on specific specialist topics and may also contain product and company information.

2.2 IDG reserves the right to indicate advertising that is not visibly apparent as such due to its design as being advertising. In particular, the addendum “Advertisement” shall be used for that purpose.

2.3 In principle, only formats specified in the applicable media data of IDG Media can be used for placing advertising. Special formats and special forms of advertising are possible only subject to prior consultation and separate written agreement with IDG Media.

2.4 Redirects

If the agency or the agency’s customer or direct customer delivers advertising on the information and communication services marketed by IDG Media using a server operated by the agency, the agency’s customer or direct customer or a third party, the following provisions shall apply: The Client warrants that the system used by it meets the following technical requirements:

- Use of a customary ad server
- Use of a customary load-balancing method
- 24/7 support
- Availability: Reliability of 99.2% (on a monthly basis)
- Operation of cache busting
- Compliance with data protection regulations if cookies are used.

IDG Media has the right to halt the campaign for the period of time where availability is lower. The contractual provisions shall remain in effect without modification when the campaign is resumed. The key performance indicators to be fulfilled by IDG Media (such as number of ad impressions) shall be reduced accordingly for the period of time where availability is lower. Even then, IDG Media shall be fully entitled to the contractually agreed remuneration.

IDG Media reserves the right to conduct stress tests to a reasonable extent in order to examine the technical resilience of the advertising supplied by the Client when it is subjected to frequent use. Where necessary for that purpose, the Client shall allow IDG Media to access the ad server in question. If there are, or is the threat of, adverse changes to one or more ad servers during the term of this contract and such changes may make it more difficult or impossible for the Client to display the advertising as contractually specified in the communication and information services marketed by IDG Media, the Client shall notify IDG Media in writing as soon as if gains

knowledge thereof. The ad server(s) must be permanently monitored and maintained by the Client so that outages, of whatever nature, can be ruled out as far as possible or can be rectified immediately. The Client must guarantee support 24 hours a day, seven days a week. IDG Media shall not be liable for outages of the ad server operated by the Client; there shall be no chargeback or crediting of payments for a volume of advertising below that booked due to such outages during the period in which the advertising is placed. All the applicable technical specifications adopted by the Ad Technology working group of the German Circle of Online Marketers (OVK) shall apply. IDG Media has the right to examine compliance with these specifications if an external ad server is used.

All advertising intended to be displayed in the communication and information services marketed by IDG Media must be sent beforehand to an address designated by IDG Media (banner@idg.de) so that it can be examined. All advertising must be approved by IDG Media in text form before it is displayed. The above provisions shall apply mutatis mutandis if changes are made to advertising. Display of the advertising shall in no way impair or restrict the functionality of the communication and information services marketed by IDG Media.

If the technical requirements are not fulfilled, IDG Media shall be authorized to remove advertising from the communication and information services marketed by IDG Media and to halt the campaign at any time subject to a reasonable period of notice. The connection to the external server can be interrupted at any time to enable that. No period of notice is required if

- a) IDG Media is obliged pursuant to an official or court decision to remove advertising or refrain from displaying it,
- b) IDG Media has sufficient indications that the displayed advertising is unlawful, or
- c) the display of one or more advertisements causes or has caused serious disruptions to the functionality of the communication and information services marketed by IDG Media or for the operator of the website.

If the advertising is not delivered on time, in full and/or in compliance with the technical specifications, IDG Media shall also be authorized to fill the envisaged placements with other advertising until the advertising is delivered properly. The advertising order shall then be performed later at the discretion of IDG Media and taking into account the Client's interests. IDG Media's claim to remuneration shall not be reduced thereby.

3. Conclusion of contracts

3.1 Offers from IDG Media shall always be without commitment and subject to availability of the inventory, unless otherwise agreed. In principle, a contract shall be formed only once IDG Media has confirmed the order in writing or by e-mail. Confirmation of orders verbally or by phone shall not be legally binding. IDG Media reserves the right to refuse orders to place advertising without the need to give a reason for doing so.

3.2 Orders must be received no later than 7 business days before the advertising is to be placed for the first time.

3.3 If orders are placed by advertising agencies, the contract shall be formed with them, unless otherwise agreed in writing. If the advertiser itself is to be the Client, it must be named by the advertising agency. IDG Media shall be authorized, but not obliged, to demand that advertising agencies furnish proof that they are empowered to act for the Client.

4. Completion of orders, placement of advertising

4.1 All services from IDG Media are contingent on IDG Media itself being supplied correctly and in time and on the Client fulfilling its obligations and duties of cooperation. The Client shall give IDG Media the name of an employee as its contact person.

4.2 If only a total volume is specified in the advertising order, IDG Media shall define the size and timing of the individual ad placements depending on availability in agreement with the Client, and otherwise at its equitable discretion and taking into account the Client's interests.

4.3 If the Client has been granted the right to call off individual advertising, the order shall be completed within one (1) year of the contract being concluded. If the Client does not comply with the one-year period, it shall no longer be entitled to place advertising that has not been called off. IDG Media's claim to remuneration shall not be reduced thereby.

4.4 If the Client has booked a specific number of page impressions/leads for an advertising measure, IDG Media points out that details by IDG on the available inventory and the results that can be achieved are by necessity based on past experience. If, by way of exception, the number of page impressions/leads is not achieved, the period of time for which the advertising measure is placed shall be extended until the number of booked page impressions/leads is achieved. If the Client's booked placement has already been assigned to another customer for the extended period of time, IDG Media shall be authorized to resort to a similar placement as an alternative, taking reasonable account of the Client's interests. If the number of page impressions/leads is also not achieved within a reasonable further period of time, the Client shall be authorized to reduce the remuneration on a pro-rata basis. The Client shall not have any further claims.

4.5 If a specific placement has not been contractually agreed, IDG Media shall place the advertising at its equitable discretion, taking into account the Client's interests to the maximum possible extent. It is not possible to guarantee that advertising for goods and services from a competitor of the Client is also not placed alongside Internet advertising placed by IDG Media.

4.6. If advertising has been produced by the Client or its agency, IDG Media shall be authorized, but not obliged, to edit the material so that it can be processed by the ad server system and shown on the website. That shall apply in particular to technical specifications, programming and dimensions. IDG Media shall edit the advertising only after it has contacted

the Client or its agency to ask for the advertising to be amended, but that request has proven futile.

4.7 The media service shall be charged to the Client on the basis of the figures determined by IDG Media from the IDG Media ad server. The Client shall have the right to prove that these figures are inaccurate and that other figures should be applied instead. The Client shall give IDG Media notice thereof in text form within a period of ten (10) days. If the campaign is delivered by means of the servers used by IDG Media, notice thereof shall be given within three (3) months. The period of time shall commence when the Client is informed of the ad impression figures.

5. Syndication

IDG Media shall post the download offerings and company and product entries (referred to jointly as the “download offerings”), along with information from other customers, in a database and make them available on the channels booked by the Client so that they can be called up by users. In this regard, it is in both parties’ interests for the download offerings to be marketed as extensively as possible, which is why IDG is authorized, but not obliged, to syndicate content in relation to the download offerings. The Client shall not incur any extra costs as a result of such content syndication, unless otherwise agreed.

6. Right to refuse advertising

6.1 IDG Media shall be authorized, but not obliged toward the Client, to check the content of the advertising.

6.2 IDG Media reserves the right to refuse advertising – including individual call-offs under a contract concluded for multiple advertisements – or remove it from the offering on objective grounds due to its content or technical form or due to the website to which it is linked. That shall apply in particular if the advertising or the website to which it is linked violates the law, public morality and/or official regulations or its content has been objected to by the German Advertising Standards Council (*Deutscher Werberat*) in a complaints procedure or if IDG Media cannot reasonably be expected to publish it for other reasons.

6.3 IDG Media shall be authorized to withdraw already published advertising if the Client itself makes subsequent changes to the content of the advertising or the data referenced by a link is subsequently changed and so the reasons for refusing advertising specified in Section 6.2 above are met.

6.4 IDG Media reserves the right to refuse advertising from competitors of IDG Media.

6.5 IDG Media shall notify the Client without undue delay that it has refused or halted advertising in accordance with Sections 6.2 to 6.4. In such a case, the Client shall be authorized to supply modified or other advertising that does not give grounds for refusal. If this advertising

is supplied too late for an agreed time to be adhered to or is not supplied at all, IDG Media shall still be entitled to its remuneration.

6.6 The Parties agree that IDG Media has a right to terminate the contract for cause if IDG Media gains knowledge of circumstances that entitle it to refuse advertising in accordance with Sections 6.2 to 6.4 only after the contract has been concluded. The Client shall not have any further claims in such a case.

7. Supply of data, material

7.1 The Client shall be responsible for supplying proper and suitable advertising on time, in full, free of errors and in compliance with the contractual arrangements by no later than 7 business days before the start of the booked period. Special forms of advertising shall be supplied at least 10 business days before the start of the booked period. When advertising is supplied, the following details must be disclosed: the name of the customer and campaign, the booked period, the website where the advertising is to be displayed and where on the website it is to be placed, the advertising format, and the name of a contact person for any queries.

If the advertising is not delivered on time, in full, properly and/or in compliance with the technical specifications, IDG Media cannot warrant that the advertising will be distributed as agreed and shall be discharged from its performance obligations for the duration of the delay. The key performance indicators to be fulfilled by IDG Media shall be reduced accordingly. IDG Media shall be authorized to fill the envisaged placements with other advertising until the advertising is supplied in proper form. The order shall then be performed later at the discretion of IDG Media and taking into account the Client’s interests. IDG Media’s claim to remuneration shall not be affected thereby.

The Client shall be authorized to refer to its website by means of deep links, provided such a link opens a new browser window. The use of other technical means that take users away from the IDG Media site or collect data on the user shall not be permitted; in particular, any use of pop-ups, requesting of user data or placing of cookies shall require the prior written consent of IDG Media.

7.2 If the advertising is created by IDG Media, the materials to be provided for that by the advertiser must be supplied no later than 14 days before the advertising is due to be placed. IDG Media shall not accept any responsibility for the supplied material above and beyond performing the advertising order and in particular shall not be obliged to store it after the advertising order has been performed or return it to the advertiser. Unless otherwise agreed, the rights to advertising designed by IDG Media shall remain with IDG Media.

7.3 IDG Media shall request replacement of advertising that is visibly unsuitable or damaged.

7.4 The Client shall provide data sent in digital form that is free of computer viruses, worms or other sources of harm. In particular, the Client shall be obliged to use customary, state-of-the-art programs that protect against such risks.

If IDG Media detects sources of harm on a file sent to it, IDG Media will no longer use that file and, if necessary to avoid or limit damage (in particular to prevent the source of harm spreading to IDG Media's IT systems), shall delete the file; the Client shall not have to assert claims for damage in this connection. IDG Media reserves the right to claim damages from the Client if IDG Media suffers damage as a result of infiltration of such sources of harm from the Client.

7.5 IDG Media has the right to demand that the Client supply new advertising for CPC (Cost Per Click) campaigns if the click rates of the current campaign average below 0.25% over a seven-day period. If the Client does not comply with this request, IDG Media shall be authorized to cancel the CPC campaign, discontinue delivery and bill for the delivered part immediately. IDG Media shall also be authorized to halt CPC campaigns with a click rate averaging below 0.15% for a seven-day period in the campaign's term immediately and without informing the Client. IDG Media shall not incur any liability as a result of that, apart from the obligation to reimburse already paid invoice amounts for the campaign in question, minus the pro-rata remuneration for the services it has already performed.

7.6 The Client shall maintain the websites to which the advertising is to be linked for the whole term of the advertising order.

8. Reporting of defects

In the case of mutual commercial transactions, the Client shall be obliged to check the placed Internet advertising as soon as it is first placed and report any obvious defects in writing without undue delay, but within the first week of placement. Hidden defects must be reported as soon as they are discovered. If defects were not visible to IDG Media, the Client shall have no claims against IDG Media if the advertising is published with defects. The burden of proof in relation to all preconditions for making a claim, in particular proof that a defect actually exists, the time at which the defect was discovered and whether the defect was reported in time, shall be on the Client.

9. Warranty

9.1 In all advertising measures, IDG Media shall only owe proper placement of the advertising, but does not warrant that the advertising will be clicked on or noticed by users. In particular, IDG Media shall not be obliged to check whether the provided advertising is correct, up-to-date, complete or reputable, to check its technical quality or the quality of its content, and/or to examine whether it is free of errors, and shall not accept any liability in this regard, either explicitly or implicitly.

9.2 IDG Media warrants, within the scope of foreseeable requirements, the advertising will be reproduced in compliance with the customary technical standard. IDG Media shall not be liable for any negative deviations from the customary qualities of the advertising due to the fact that

the Client has not complied properly with the format and the technical specifications of IDG Media. However, the Client is aware that it is not possible in accordance with the state of the art to present advertisements in a way that is completely free of errors. There shall not be an error in presenting the advertising in particular if the impairment is caused by use by the user of unsuitable software and/or hardware (e.g. browser) for presenting it or by problems in the communications networks of other operators or by computer failure at third parties (e.g. other providers), by incomplete and/or not updated offerings on proxies (caches) or by outages of the servers used by IDG Media not lasting longer than 24 hours (continuously or cumulatively) within 30 days of the beginning of the contractually agreed period for placement of the advertising. If the servers suffers outages for a considerable period of time (more than 10% of the booked time) as part of a time-linked fixed booking, the Client shall not be obligated to pay the remuneration for the period for which the outage lasted. However, further claims shall be excluded.

9.3 IDG Media shall not be liable for content of the material provided by the Client being correct or for the quality of that material's reproduction; in particular, the Client shall be responsible for ensuring that the material is sent by it to IDG Media (such as by e-mail) without errors.

9.4 If IDG Media is responsible for the quality of reproduction of the advertising being inadequate or the advertising being otherwise defective, the Client shall have the right to reduce the payment or demand replacement advertising that is free of defects, but only to the extent to which the purpose of the advertising was impaired. If IDG Media fails to provide replacement advertising within a reasonable period of time set for it to do so, if IDG Media refuses to provide replacement advertising seriously and definitively, or if the replacement advertising is again not free of defects, the Client shall have the right to reduce the payment to the extent to which the purpose of the advertising was impaired.

IDG Media shall have the right to refuse to provide replacement advertising if that would necessitate work that – having regard to the subject matter of the obligation and the principle of good faith – is grossly disproportionate to the Client's interest in performance or would only be possible for IDG Media at disproportionate cost.

9.5 The period of limitation for warranty claims shall be 12 months.

10. Liability

10.1 Subject to the provisions in Sections 10.2 and 10.5, IDG Media shall have contractual or non-contractual liability to pay damages only if the damage is attributable to intent or gross negligence.

10.2 IDG Media shall also be liable for violation of a cardinal contractual obligation through just slight negligence, but limited on the merits to the pecuniary losses that IDG Media ought to have foreseen as a potential consequence of violation of the contract when the contract was concluded and limited in sum to the total amount of the agreed remuneration. Cardinal

contractual obligations are obligations that must be met to enable proper implementation of the contract and achievement of its purpose and which the Client can expect to be fulfilled in accordance with the content and purpose of the contract, for example obtaining the consent of data subjects required under data protection law when leads are generated.

10.3 If data is lost, IDG Media shall only be liable for damage that would have occurred if the data had been backed up properly by the Client. Liability on the part of IDG Media to restore data shall also be limited to the extent that it shall only be liable if the Client has ensured that the data can be reconstructed from data material available in machine-readable form at reasonable cost and effort.

10.4 Claims for damages against IDG Media shall become time-barred after 12 months. The start of the period of limitation shall be defined by the statutory provisions.

10.5 Claims due to culpable injury to life, limb or health of a natural person, under the German Product Liability Law (*Produkthaftungsgesetz*) or due to liability for warranted qualities shall remain affected by the limitations specified in Sections 10.1 to 10.4.

10.6 If liability on the part of IDG Media is limited or excluded by the above provisions, this shall also apply to personal liability on the part of the management bodies, employees, representatives and vicarious agents of IDG Media.

11. Rate card, remuneration, discounts

11.1 In principle, the rate card with its scale of discounts as published on IDG Media's website at the time the order was awarded shall apply to the remuneration to be paid to IDG Media. Value-added tax at the statutory rate on the date of invoicing shall be payable on top of all the prices in IDG Media's rate card. IDG Media reserves the right to change its prices, including for current orders, in accordance with the following arrangements: The new conditions shall apply immediately if prices are lowered and, if prices are increased, one month after the Client has been notified of the price increase. In the event of a price increase, the Client shall have the right to cancel the contract and must exercise that right within 5 business days of receiving notification of the price increase. If the advertiser does not make use of its right to object, the new charges shall apply as of the date the price increase takes effect.

11.2 The costs of IDG Media designing and creating the concept for advertising are not included in the prices for placement of advertising. The Client shall bear the costs for creation of the design and/or concept it wishes or for changes to the advertising the Client requests or is responsible for.

11.3 Discounts shall be as defined in the applicable rate card. Agreed or granted discounts for placement of multiple advertisements or as part of conclusion of blanket orders shall only apply if the quantity of advertisements and time frame are adhered to. If the quantity of advertisements and time frame are not adhered to, IDG Media shall be authorized to recalculate the discount to reflect the advertising actually purchased.

11.3 Written proof of an at least 50% stake in a subsidiary is required so that a group discount can be applied to a subsidiary. Proof of such group affiliation in the case of stock corporations shall be furnished in the form of confirmation from an auditor or by submission of the last annual report or, in the case of partnerships, by submission of an excerpt from the commercial register. Such proof must be furnished by no later than the end of the calendar year. Proof furnished later cannot be recognized retroactively. Group discounts shall always require explicit confirmation by IDG Media in text form. Group discounts shall only be granted for as long as a company is affiliated with the group. A company must report that it is no longer affiliated with the group without undue delay; when its group affiliation ends, so too does its group discount.

11.4 IDG Media shall grant 15% commission on new orders subject to proof that the customer acts as an agency and invoices for that activity.

11.5 Any payment granted by IDG Media for brokering advertising orders must not be passed on by the Client, either in full or in part.

12. Terms of payment

Unless other terms of payment have been agreed, payment shall be due without deduction within 20 days of the invoice date. A 2% cash discount shall be granted for payment within 8 days of the invoice date. A 3% cash discount shall be granted if a direct debiting authorization is given. The Client shall be obliged to check invoices from IDG Media immediately and, if applicable, raise objections to them in writing to IDG Media within two weeks of receiving them. All costs and charges as part of payment transactions shall be borne by the Client.

13. Default in payment

If the Client is in delay with payment by more than two weeks or an application to instigate insolvency proceedings on the Client's assets has been filed, IDG Media can – without prejudice to any further rights – withhold any further performance of its services, bill all the services it has performed up to then and call for immediate payment of them. In such a case, IDG Media shall be authorized to make use of further advertising, even if it has already been contractually agreed, contingent on the remuneration being paid in advance, regardless of any originally agreed period for payment. In addition to any bank charges, IDG Media shall impose a handling charge of €10.00 for every retransfer of a remittance or cancellation of a direct debit.

14. Default in performance

In the event of delays in performance for which IDG Media is not responsible, such as due to force majeure, strike, lockout, disruptions to business or other similar events, IDG Media shall be authorized to subsequently deliver the advertising after the incident is over at the discretion

of IDG Media and taking into account the Client's interests or to withdraw from the contract in full or in part. The Client shall not have any claims to damages in this regard.

15. Data protection, confidentiality, publications

15.1 IDG Media shall perform orders in compliance with the provisions of the German Federal Data Protection Act (BDSG) and other data protection regulations, in particular the General Data Protection Regulation (GDPR). As part of lead generation, IDG Media shall obtain and document the consent of data subjects required under data protection law and keep those declarations of consent so that they can be viewed by the data subject and the Client in a lead generation program.

The personal data disclosed by the Client as part of performance of an order, in particular when an order is awarded and handled, shall be stored in machine-readable form, processed and used solely for that purpose and for the purpose of billing and payment, unless the Client has given consent to use of the data above and beyond that. For further details, please refer to IDG Media's privacy statement, which can be called at <https://www.idg.de/datenschutz> (German language).

15.2 The Client pledges to comply with all data protection regulations, in particular the provisions of the German Federal Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR), in collecting, processing and using personal data. If the Client uses systems or services of third parties to place advertising on IDG Media's online offerings, it shall ensure that the third party also complies with these obligations.

15.3 If the Client obtains anonymous or pseudonymous data from access to the advertising it has supplied to IDG Media's online offerings, it shall analyze that data only as part of the campaign in question for itself or, if the order has been awarded by an agency, only for the specific advertiser who has commissioned the Client to place the campaign. However, only the anonymous and pseudonymous data generated as a result of advertising placed on IDG Media's online offerings is allowed to be analyzed.

15.4 Moreover, the Client shall not further process, use and disclose data the Client obtains from access to the supplied advertising. In particular, the Client shall not store, analyze or otherwise use data from advertising placed on IDG Media's online offerings for its own purposes and/or disclose such data to third parties. The same shall apply to the creation of profiles from user behavior on an online offering from IDG Media.

15.5 For each culpable violation of one or more of the obligations under Sections 15.2 to 15.4 above, the Client shall pay IDG Media a contract penalty of ten times the value of the order from which impermissible use of the data originates. Any further claims by IDG Media shall remain unaffected.

15.6 If the Client is given an individual password by IDG Media, for example to access a personal website, the Client shall be obliged not to divulge it to third parties and to keep it safe

so as to rule out any misuse by third parties. If the Client loses the password or learns that third parties may have gained knowledge of the password, the Client shall be obliged to inform IDG Media in text form immediately. The Client shall be liable for all damage resulting from misuse of the password, unless it can prove that it is not to blame therefor. Any liability on the part of IDG Media shall be excluded in this case.

15.7 The Parties undertake to treat with confidentiality all information and data they receive from the other Party in connection with implementation of this contract and not make it available to third parties. This obligation shall also remain in effect after the contract ends. It shall not apply if and insofar as (a) the information in question is or becomes public domain or is or becomes known to the Party from another source or (b) the information must be disclosed pursuant to a court or official order or so that rights from the contract can be enforced. Companies affiliated with IDG Media within the meaning of Section 15 of the German Stock Corporation Act (AktG) shall not be deemed third parties for the purposes of this provision.

15.8 The Client authorizes IDG Media to pass on advertising information to acknowledged market research firms to a reasonable extent for market research purposes. In particular, IDG Media shall be authorized to pass on details of the Client's gross advertising revenue at the product level to acknowledged market research firms, such as Nielsen Media Research, for publication. If the Client is not willing to permit that, it shall notify IDG Media in writing when the contract is concluded.

15.8 Press releases and other public statement to third parties on the business relationship between IDG Media and the Client or on the terms and conditions agreed shall require the prior approval of IDG Media. The same shall apply to the use of logos and other marks of IDG Media.

16. Granting and safeguarding of rights

16.1 The Client shall assign to IDG Media all rights of use, neighboring rights and other rights under copyright law that are required to use the advertising in accordance with the contract, in particular the right to reproduce, disseminate, transfer, edit, send and store the advertising, the right to store it in and remove it from databases, the right to make it available to be called up and the right to make it publicly available, without any restrictions as regards time, place and content, to the extent necessary to perform the order.

16.2 The Client shall also assign IDG Media the right to use the advertising online, offline or in another way (for example as a CD-ROM or DVD) to a reasonable extent for the purposes of IDG Media's own advertising.

16.3 If IDG Media creates the concept for, designs and/or implements the Internet advertising for the Client, the resultant rights to it shall remain with IDG Media. IDG Media shall grant the Client a simple right of use for the purpose of placing the Internet advertising as part of the advertising order awarded to IDG Media.

17. Infringement of third-party rights, indemnification

The Client warrants that the supplied advertising does not infringe any third-party rights and does not violate statutory provisions or official orders. In particular, the Client warrants that it holds all the rights required to place the advertising in accordance with the contract and has paid all and any necessary fees to performing rights societies (such as the German Society for Musical Performance and Mechanical Reproduction Rights (GEMA)). The Client shall indemnify IDG Media against all claims by third parties, including reasonable costs of legal defense, asserted against IDG Media due to the infringement of third-party rights or other statutory provisions by the advertising. The Client shall also provide IDG Media with all the information and documents required for its legal defense. If the Client has already received a warning to desist in relation to an advertisement or has already issued a cease-and-desist declaration, it shall be obliged to inform IDG Media thereof without undue delay.

If the Client asks for advertising it has commissioned to no longer be made publicly available due to an assumed or actual infringement of third-party rights or for other reasons, the Client shall still be obliged to pay the full remuneration. The Client has the right to prove that IDG Media has incurred less damage.

18. Cancellation, termination

18.1 Advertising orders must be canceled in writing. Orders can be canceled free of charge up to two weeks before placement of the advertising. Subject to the arrangement for space orders in Section 18.2, the following shall apply to cancellations less than two weeks before placement of the advertising:

- Cancellation up to 1 week before the campaign starts: 50% of the net net campaign value
- Cancellation up to 3 business days before the campaign starts: 80% of the net net campaign value
- Cancellation on the day the campaign starts or later: 100% of the net net campaign value

Technical costs incurred up to the time a booking is canceled (for example in the case of streaming or mobile services) shall be charged to the Client in full. Advertising that is already in production, specifically advertising for mobile platforms, cannot be canceled.

IDG Media shall be authorized to cancel orders from advertisers in writing up to 30 days before placement, at any time and without the need to give a reason for doing so. IDG Media shall not incur any liability as a result of that, apart from the obligation to reimburse already paid invoice amounts for the campaign in question, minus payment for the services it has already performed.

18.2 The following special arrangements shall apply to space orders: Unlike bookings for dynamic advertising spaces that have a constantly changing content, a space order is a booking

for advertising that can be placed only at a specified fixed time or at a specific advertising space, i.e. in particular advertising spaces in newsletters sent out at fixed times or firmly booked subpages within the portal (microsite). If a space order is canceled less than two weeks before the placement date, IDG Media shall be authorized to charge the Client 100% of the net order value, unless the Client proves to IDG Media that the advertising space can be sold to another party at the booked time. If the advertising space is then booked by another party, IDG Media shall be authorized to charge the Client the difference between the new and old net order value, plus a handling charge of 30% of the old net order value.

18.3 The right to terminate the contract for cause for an important reason shall remain unaffected. Notice of termination must be given in writing. A right to terminate the contract for cause for an important reason shall exist in particular if one of the Parties, despite being issued with a written warning to desist, repeatedly violates a cardinal contractual obligation, does not desist from continuing to violate the contract within a reasonable period of time or does not remedy the consequences of such a violation, a warning to desist has been issued to, and/or an injunction has been obtained against, one and/or both Parties or an online medium marketed by IDG Media due to a contractual service, or IDG Media has reasonable suspicion that the Client or the advertising provided by it violates prevailing statutory provisions or applicable advertising guidelines. Reasonable suspicion shall exist as soon as IDG Media has indications that statutory provisions are violated and those indications are substantiated by facts, in particular as of receipt of a warning to desist or request for a statement from the responsible state media authorities. A further reason to terminate the contract without notice shall be if insolvency or composition proceedings are instigated on the assets of a Party or are not instigated due to insufficiency of assets, or an application for such proceedings is filed and the Party in question, despite does not prove that the application is manifestly unjustified within a reasonable time, despite being requested to do so. A reason to terminate the contract without notice shall also be if enforcement measures are taken against one of the Parties and have not been lifted within one month. Further important reasons for IDG Media to terminate the contract shall also be if a majority stake in the Client is taken over by another company or there is another form of change of control or if the operator of websites that are the subject of the contract and are marketed by IDG Media discontinue operation of the websites. The services provided by IDG Media up to when notice of termination is received by it shall be paid by the Client in accordance with the scope of services provided.

19. Assignment and offsetting of claims / right of retention

19.1 The Client shall not be permitted to assign claims from the advertising order.

19.2 The Client can offset a claim against claims of IDG Media only if the Client's claim is undisputed or has been adjudicated upon with final and binding effect.

19.3 The Client can claim a right of retention only if IDG Media's claim for payment and the Client's counterclaim are based on the same contractual relationship.

20. Place of jurisdiction and applicable law

20.1 The place of performance and, subject to the provision in Sentence 2, the sole place of jurisdiction shall be the place of IDG Media's registered offices in Munich, if the Client is a merchant, it does not have a place of general jurisdiction in Germany, moves its domicile or habitual residence to a place outside the territory covered by the law of the Federal Republic of Germany after the contract has been concluded, or its domicile or habitual residence is not known at the time legal action is taken. IDG Media shall be authorized to take legal action at any other location where there is a legal place of jurisdiction.

20.2 The law of the Federal Republic of Germany, to the exclusion of its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG), shall apply.

21. Final provisions

21.1 All declarations to be issued between the Parties as part of the contractual relationship, as well as any amendments or modifications to the contractual arrangements, shall not be valid unless given at least in text form. The same shall apply to any waiver of this requirement for text or written form. Declarations sent by e-mail shall be deemed to meet the requirement for text and written form.

21.2 The General Terms and Conditions and further agreements shall remain valid even if it should transpire that individual provisions are invalid.

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