

General Terms and Conditions for Advertising in Online Media of iq digital marketing gmbh (iqd).

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1. Advertising orders

- (1) An "advertising order" according to the following General Terms and Conditions is a contract for the insertion of one or more advertisements in information and communication services, in particular on the Internet, for the purpose of dissemination.
- (2) Advertisements for the goods and services of more than one advertiser or other advertising customers within a single advertising presentation (e.g. banner or pop-up advertising ...) require an additional agreement either made in writing or by e-mail.
- (3) Advertising orders are exclusively subject to these General Terms and Conditions and/or the General Terms and Conditions of the respective website operator (hereinafter called "provider") as well as the rate card of iqd, which forms an integral part of the contract. The validity of any general terms and conditions of the client or other advertisers is expressly excluded to the extent that such terms and conditions contradict these General Terms and Conditions.

2. Advertisements

- (1) An advertisement in accordance with these General Terms and Conditions may consist, for example, of one or more of the following elements:
 - an image and/or text, sound sequences and/or moving images (including banners),
 - a sensitive surface that, when clicked, creates a connection via an online address specified by the client to additional data of the client (e.g. a link).
- (2) If the advertisement is not immediately recognisable as advertising, iq may identify it as such or demand that it is identified in this way. This includes, among other things, the option of labelling the insertion with the word "Advertisement" and/or separating it spatially from editorial content in order to underline its promotional character.

3. Positioning

The provider will position the online advertising material designated for publication and supplied by the client on the contractually stipulated website for the contractually agreed period or until the number of contractually agreed ad impressions or ad clicks has been reached. The provider will report to the client in the format stipulated by the provider on the number of ad impressions and/or ad clicks achieved during the campaign. These figures will be based on the data ascertained by the provider via his ad server. If the contractually agreed number of ad impressions or ad clicks is reached before the end of the agreed period, the parties will reach agreement on an increase in the agreed remuneration or on premature termination of the insertion period. If there is no other one-off agreement stipulating otherwise, the client will not be entitled to positioning of the online advertising in a specific position on the website in question or to provision of a specific access time to the website in question. Repositioning of the online advertising within the agreed environment is

possible if this does not have any significant effect on the advertising impact of the online advertisement.

4. Making of the contract

- (1) Subject to individual agreements to the contrary, a contract is made when the order is confirmed in writing or by e-mail. Verbal or telephone confirmations cannot be interpreted as intentions to make an individual agreement.
- (2) If advertising agencies place orders, the contract will be with the advertising agency in question unless otherwise provided for in written agreements. If an advertiser is to be the client, this advertiser must be specified in name by the advertising agency. Iqd is entitled to demand proof of authorisation from advertising agencies.

5. Processing period

If the client is entitled to draw down individual advertisements within the context of a basic insertion agreement, the order must be processed within one year following making of the contract. If the right to draw down individual advertisements is not exercised within this period, this right expires automatically after the end of the one-year period. This does not affect the obligation to pay the corresponding remuneration.

6. Extension of orders

In the case of basic insertion agreements, the client may draw down further advertisements above and beyond the volume specified in the order within the agreed period or the period specified in no. 5, subject to capacity.

7. Refund of discounts

If an order is not executed for reasons for which neither the provider nor iqd is responsible, the client must, without prejudice to further legal obligations, refund to the provider the difference between the granted discount and the discount based on the actual utilised booking volume.

8. Delivery of data

- (1) The client undertakes to deliver complete, flawless and suitable advertisements at the latest three days prior to the agreed publication date in the case of standard advertising formats and at the latest five days prior to the agreed publication date in the case of special advertising formats.
- (2) In the event of incorrect, in particular late delivery or subsequent modifications, we accept no liability for the agreed dissemination of the advertisement. In this event, the client is obliged to pay compensation amounting to the agreed remuneration sum. In the event of the integration of advertising insertions based on ad impressions, iqd may provide proof of the ad impressions already achieved based on the integration of a 1x1 pixel.
- (3) The provider and iqd have the right to store the advertisements for an unlimited period of time. There is, however, no obligation to store the advertisement or to return the advertisement to the client.
- (3) The client will bear the expenses of the provider incurred due to changes desired by the client or for which the client is responsible.

9. Box number advertising

Box number advertising is not possible.

10. Right of refusal

The provider reserves the right to refuse or freeze advertising orders – including individual insertions within the framework of a basic agreement – due to content, origin or technical format on the basis of consistent, rationally justifiable principles if the content of these insertions violates laws or official regulations or if the provider cannot be reasonably expected to publish these insertions. In particular, the provider can withdraw an advertisement that has already been published if the client makes subsequent changes to the contents of the advertisement himself, or if the data to which a link refers are subsequently changed in such a way that the conditions of sentence 1 are fulfilled.

11. Rights guarantee

- (1) The client guarantees and assures the provider that he is in possession of all rights required for the insertion of the advertisement. The client indemnifies the provider against all claims of third parties that may arise from the infringement of legal regulations. Moreover, the provider will be indemnified against any costs necessary for the purpose of legal defence. The client undertakes to support the provider in good faith by supplying information and documentation in the context of any legal defence against third parties.
- (2) The client transfers to the provider all necessary copyrights, utilisation rights, copyright protection rights and other rights covering the use of the advertisement in online media of all kinds, including the Internet, in particular the right to reproduce, disseminate, transfer, broadcast, process, retrieve from a data bank and draw down material: these rights will, moreover, be granted to the extent required (in terms of time, place and content) for execution of the order. The aforementioned rights will be transferred in all cases without limitations as to place and entitle the provider to effect insertion with the help of all known technical processes and all known forms of online media.

12. Warranty of the provider

- (1) To meet foreseeable requirements, the provider guarantees best possible reproduction of the advertisement in line with the customary technical standards with regard to the advertisement in question. The client is aware, however, that the current state of the art does not permit the production of an advertisement programme that is totally free of defects.
In particular, a defect in the presentation of the advertisement will not be deemed to exist where such defect is caused
 - by use of an unsuitable graphics software and/or hardware (e.g. browser) or
 - by disruption in the communication networks of other operators or
 - by failure of third-party computers (e.g. other providers),
 - by incomplete and/or non-updated services on so-called proxies or
 - by failure of the ad server lasting no longer than 24 hours (continuous or in total) within a period of 30 days following commencement of the contractually agreed insertion. In the event of ad server failure over a considerable period of time within the context of a fixed, time-based

booking, the client is released from the obligation to make payment for the duration of the failure. Other claims on the part of the client are inadmissible.

- (2) If the reproduction quality of the advertisement is unsatisfactory, the client is entitled to demand reduced payment or satisfactory replacement advertising, but only to the extent that unsatisfactory reproduction impairs the intended purpose of the advertisement. If the provider fails to meet an appropriate deadline set for this purpose, or if replacement advertising is not feasible, the client is entitled to demand reduced payment or to cancel the order.
- (3) In any defects are not obviously apparent in the advertising materials, the client has no entitlements in the event of unsatisfactory publication. The same applies to defects in repeat insertions if the client does not draw the provider's attention to the defect prior to publication of the next scheduled insertion.

13. Performance disruptions

If an order cannot be executed for reasons for which the provider is not responsible (such as program-related or technical problems), in particular due to IT system failure, force majeure, strikes, statutory regulations, disturbances occurring in the sphere of responsibility of third parties (e.g. other providers), network operators or service providers or for comparable reasons, the order will be executed at a later date where possible. If the order is subsequently executed within an appropriate and acceptable period of time after the disturbance in question has been rectified, the entitlement of the provider to payment will remain in effect. The client will be informed as necessary if a considerable delay is unavoidable.

14. Liability

- (1) Claims to compensation are inadmissible in the event of minor negligence on the part of the provider, his representative or those acting on his behalf. This does not apply in the case of violation of central contractual obligations. In such cases, liability is limited to the foreseeable damage. In cases of minor negligence, claims to compensation based on impossibility of performance and default are limited to compensation for the foreseeable damage.
- (2) In the event of gross negligence on the part of those acting on behalf of the provider, the scope of liability vis-à-vis businesspeople is limited to the foreseeable damage. This does not apply in the case of violation of central contractual obligations.

15. Rate card

- (1) The rate card valid at the time when the order is placed will apply. The provider reserves the right to alter rates. This will not apply to non-businesspeople if the order affected by the change is not part of a basic insertion agreement and is to be executed no later than four months after the contract has been made. In the case of orders confirmed by the provider, however, rate changes will only be effective if the provider has announced these changes at least one month prior to publication of the advertisement. In the event of a rate increase, the client is entitled to terminate the contract. This right must be exercised within 14 days following receipt of notification of the price increase.

- (2) Discounts are determined on the basis of the rate card valid at the time. Advertising agencies and other advertising intermediaries undertake to adhere to the rate cards of the provider in question in their offers, contracts and settlements of accounts with advertisers. The commission granted by the provider may not be passed on either in whole or in part to the clients of the advertising agencies or to other advertising intermediaries.

16. Delayed payment

- (1) Interest and collection costs will be charged on late or deferred payments. In the event of delays in payment, the provider is entitled to postpone further execution of the current order until payment has been made and to demand advance payment for the remainder of the insertion order.
- (2) Objectively reasonable doubts as to the solvency of the client entitle the provider, even during the period of the contract, to make publication of further advertisements contingent on advance payment of the sum in question and on the settlement of invoiced amounts still outstanding, notwithstanding any time allowed for payment that may originally have been agreed.

17. Cancellation of orders

In general, cancellation of orders is possible. Cancellation must be received by iqd in writing or in the form of an e-mail. If an order is cancelled at the latest 10 weekdays prior to the start of insertion, there will be no charge for the client. Cancellations received between 10 weekdays and 3 weekdays (see no. 8) prior to the start of insertion will be subject to a flat rate processing fee equivalent to 25% of the gross booking value of the order in question. Campaigns may also be cancelled after banner and advertisement insertions have already begun. In this event, the client pays the full amount of the gross booking value. The above provision is to be applied accordingly to partial cancellations.

18. Data protection / Contract penalty for unlawful use of data

- (1) The advertising order will be executed in accordance with the applicable legal provisions governing data protection.
- (2) The provider is entitled to pass on details of the gross advertising turnovers and similarly relevant data of the client on product level to Nielsen Media Research and/or companies involved in the collection and evaluation of such information for the purpose of publication. These data will be aggregated by the company/companies and communicated in the market in anonymised form.
- (3) If the client uses special techniques, such as cookies or tracking pixels, to obtain or collect data from the insertion of advertisements on the websites of the provider, the client assures the provider that he will comply with the stipulations of the German Teleservices Data Protection Act (TDDSG) and/or the German Interstate Media Services Agreement (MDStV) and the German Data Protection Act (BDSG) during the collection, processing and utilisation of personal data.
- (4) If the client becomes aware of anonymous or pseudonymous (and therefore also person-related) data resulting from access to the advertisements supplied by him for the websites of the provider, the client may evaluate this data within the framework of the campaign in question. This evaluation may only comprise

the anonymous and pseudonymous data generated by advertisement insertions on the websites of the provider.

- (5) Beyond this, the client is prohibited from further processing, utilisation and forwarding of all data (anonymous or person-related) resulting from access to the advertisements supplied by him for the websites of the provider. In particular, the client may not save for his own purposes, evaluate, otherwise use and/or pass on to third parties the data resulting from advertisement insertions on the websites of the provider. This prohibition also covers the creation of profiles based on user habits on the website of the provider and the use of such profiles.
- (6) If the client uses systems of a third party to insert advertisements on the websites of the provider, he will ensure that the system operator in question also complies with this agreement.
- (7) For each violation of the obligation arising from the above paragraphs (3) to (6), the client will pay to iqd a contract fine amounting to 10 times the price of the order to which the inadmissible use of data relates. This will not affect any additional or more extensive claims to compensation.

19. Place of performance / Place of jurisdiction

- (1) The place of performance is the place in which the provider has his registered office.
- (2) In business dealings with "merchants" as defined by German law ("Kaufleute"), public-law entities or funds under public law, the place of jurisdiction in the event of legal action will be the place in which iqd has its registered office. If the claims of the provider are not enforced in summary proceedings, the place of jurisdiction will be, in the case of "non-merchants" as defined by German law ("Nicht-Kaufleute"), the place of residence of these "non-merchants". German law will apply. If the place of residence or usual place of abode of the client – including "non-merchants" – is unknown at the time when an action is filed, and if the client has moved his place of residence or his usual place of abode outside the jurisdiction of the law since the making of the contract, the place in which the provider has his registered office will be the agreed place of jurisdiction in cases where the contract was made in writing.
- (3) Contracts are subject to German law. The applicability of the United Nations Convention on Contracts for International Sale of Goods dated April 11, 1980 – CISG) is excluded.