

GENERAL TERMS AND CONDITIONS OF BUSINESS

General Terms and Conditions of Business for advertising in online media of iq digital media marketing gmbh (hereinafter called "iq digital")

1. Subject of the Agreement / Definitions

(1) An "advertising order" according to the following General Terms and Conditions of Business is a contract for the insertion of one or more advertisements in information and communication services marketed by iq digital (hereinafter jointly called "advertising space") for the purpose of dissemination. Unless specified otherwise in the Special Terms and Conditions, iq digital executes the advertising orders in its own name but for the account of the advertising space operator in question.

(2) The "advertising client" is the person or company for whom iq digital inserts advertising. The advertising client may be either the advertiser himself (who is advertising his own goods and/or services) or an agency who is advertising the goods and services of a third party on behalf of this third party.

(3) An "advertisement" in accordance with these General Terms and Conditions of Business consists of the advertising materials made available to iq digital by the advertising client for positioning in the advertising slots. These materials may, for example, comprise 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 advertising client (e.g. a link)

(4) In the case of contact bookings (on CPM/CPx basis), the advertising client receives an ad impression for at least 20 seconds on a corresponding position. iq digital has the right to perform a refresh on the positions in question after 20 seconds and to load a new ad.

2. Making of the Contract

(1) Subject to individual agreements to the contrary, the contract is made when the order is confirmed (in writing, by e-mail or by fax). Verbal or telephone confirmations cannot be interpreted as intentions to make an 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 advertising client, this advertiser must be specified in name by the advertising agency. iq digital is entitled to demand proof of authorisation from advertising agencies.

(3) The General Terms and Conditions of Business of iq digital for advertising orders are subject to change. For this reason, the General Terms and Conditions always only apply to the advertising order in question in the version that is valid at the time the advertising order is agreed.

(4) The advertising client must inform iq digital of all changes relating to his company, the names of contact persons, the address or other contact information (phone, fax, eMail etc.) without delay, at the latest within 5 working days, by letter, fax or email.

(5) The advertising client is not entitled to assign claims vis-à-vis iq digital arising from the advertising order (i.e. the booked advertising spaces) to third parties against payment or

without payment unless iq digital has explicitly consented in writing to such an assignment.

(6) iq digital is entitled to assign the claims arising from the advertising order.

(7) In addition to being subject to the order confirmation, the advertising order and all services, offers and contracts between iq digital and the advertising client are subject exclusively to these General Terms and Conditions of Business as well as the rate card of iq digital, which is an integral part of the contract. Any terms and conditions of the advertising client that do not correspond to these General Terms and Conditions of Business are explicitly excluded. This also applies in the event that iq digital has been made aware of such deviating contractual provisions. Counter-confirmations by the advertising client making reference to his terms and conditions are hereby rejected.

(8) iq digital conducts standard surveys for selected campaigns in order to assess advertising impact. iq digital has the right to fully utilise and to publish the collected data. The raw study data collected during the surveys is not made available to the client but – at most – shown in a presentation in a form prepared by iq digital. When using the study findings, the advertising client must specify iq digital as the source.

3. Insertion of Advertising

(1) iq digital will position the advertising material designated for publication and supplied by the advertising client in the contractually stipulated advertising space for the contractually agreed period or until the number of contractually agreed ad impressions (ad calls) has been reached.

(2) Measurement of ad impressions and ad clicks is based on the data that iq digital documents via its ad server. An ad impression is defined as each answer of the ad server of iq digital in response to the request of the browser of a user, adjusted to take account of the impressions generated by automated processes such as search engine scans. In the case of ad requests for which there is no user consent based on the current TCF standard, ads may be served that do not fall under the definition of personal reference (plain ads). iq digital will report to the advertising client in a format stipulated by iq digital on the number of ad impressions and/or ad clicks achieved during the campaign. If, during the insertion period, the client forecasts under-delivery of the booked service in excess of ten percent, he must inform iq digital when he becomes aware of this. In this event, the parties will work on a joint remedy.

(3) 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 a premature end to the insertion period.

(4) If there is no other one-off agreement stipulating otherwise, the advertising client will not be entitled to positioning of the advertising space in a specific position in the advertising space in question or to provision of a specific access time to the advertising space in question. Repositioning of the advertising space within the agreed environment is possible if this does not have any significant effect on the advertising impact of the advertising space. The bookable advertising formats and positions do not include any guarantee of display in the directly visible area ("first screen"). The CPMs specified in the rate card are based on serving of advertising in both the visible and the non-visible area. Other conditions can be agreed. If iq digital guarantees display in the visible area, the client is obliged to pay a surcharge.

(5) The advertising client must check the advertising after it has been inserted for the first time, provided that this is possible without unreasonable effort.

(6) If the advertisements are not immediately recognisable as advertising, iq digital is entitled but not obliged to identify them as such or demand that the advertising client label them accordingly. This includes in particular the option of labelling the advertisements with the word "Advertisement" and/or separating them spatially from editorial content in order to underline their promotional character.

4. Processing Period

If the advertising client is entitled to draw down individual advertisements within the context of an insertion agreement, this must be effected 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.

5. Refund of Discounts

If an order is not executed for reasons for which iq digital is not responsible, the advertising client must, without prejudice to further legal obligations, refund to iq digital the difference between the granted discount and the discount based on the actual utilised booking volume.

6. Delivery of Data / Proof of Integration

(1) The advertising client must deliver complete, flawless advertisements suitable for insertion at the latest three working days prior to the agreed publication date in the case of standard advertising formats and at the latest five working days prior to the agreed publication date in the case of special advertising formats and RichMedia formats.

(2) In the event of incorrect delivery, in particular late delivery, non-delivery or subsequent modifications, iq digital accepts no liability for the agreed dissemination of the advertisement. In the event of the integration of advertising insertions based on ad impressions, iq digital may provide proof of the ad impressions already achieved based on the integration of a 1x1 pixel.

(3) iq digital has the right to store the advertisements for an unlimited period of time. There is, however, no obligation to store the advertisements or to return the advertisements to the advertising client.

(4) The advertising client will bear the expenses of iq digital incurred due to changes desired by the advertising client or for which the advertising client is responsible.

7. Right of Refusal

(1) iq digital reserves the right to refuse or freeze advertising orders without prior notification – also including individual insertions drawn down within the framework of a basic agreement – for important reasons due to content, origin or technical format on the basis of consistent, rationally justifiable principles. In particular, an important reason will be deemed to exist if there are specific indications that the advertisement or the page to which the advertisement is linked violates the guarantees specified in no. 8 or if iq digital cannot be reasonably expected to publish these insertions.

(2) iq digital can withdraw an advertisement that has already been published if the advertising client makes subsequent changes to the content of the advertisement himself, or if the data to which a link refers are subsequently changed in such a way that the conditions of paragraph 1 are fulfilled.

(3) iq digital will inform the advertising client and state reasons in the event that

advertisements are rejected or frozen. The advertising client is free to provide iq digital with a new or modified advertisement that meets the requirements listed in paragraph 1 and no. 8 and/or to ensure the legally compliant status of the linked target page. The advertising client is responsible for any delays caused by this.

8. Granting of Rights

(1) The advertising client guarantees that the use of cookies and similar technologies that store and/or read data on/onto the device of the user and the subsequent processing of personal data comply with the provisions of the applicable data protection laws, in particular the German Telemedia Act, the EU General Data Protection Regulation and the ePrivacy Directive. The advertising client guarantees that only the service providers (vendors) who are listed in the iqd Whitelist (available [here](#)) and are therefore approved will be used in the advertising spaces marketed by iq digital. A further compulsory precondition is the certification of the service providers (vendors) in question in line with the current IAB TCF (Transparency and Consent Framework) Standard (currently TCF v. 2). The advertising client guarantees that all the service providers (vendors) he uses:

- Do not infringe any rights of third parties (in particular copyright, personal rights or other industrial property rights) and/or
- Do not violate other legal provisions (in particular competition, telemedia, data protection and consumer protection regulations) and/or
- Are not of a subversive, racist, violence-glorifying or pornographic nature or liable to have an undesirable influence on the moral development of young people and/or
- Do not contain or allow the spread of any viruses, worms, Trojans or other links, programs or processes that can damage the network of iq digital (including all the hardware and software used) or individual operators or Internet users and/or
- Possess all necessary consents for duplication /dissemination, presentation in the public sphere or other forms of exploitation (where applicable also on the part of exploitation companies)

(2) With limited effect in terms of time, location and content, the advertising client assigns to iq digital all the utilisation, neighbouring and other sui generis property rights required for the execution of the advertising order. Furthermore, iq digital and the advertising space operator in question are also entitled to exercise the aforementioned rights for the purpose of proprietary advertising (e.g. press releases and presentations) before and after execution of the advertising order.

(3) On first request, the advertising client (and, where applicable, the advertising agency) will indemnify iq digital and the advertising space operator in question against all claims of third parties, including exploitation companies, that are asserted in connection with the advertisements that are supplied to iq digital and published. This applies in particular with regard to the guarantees listed in paragraph 1 as well as with regard to possible damage, costs and expenses (including any fees of exploitation companies and expenses due to legal data protection stipulations) incurred by iq digital and the advertising space operators in question in the execution of advertising orders based on this contract. Moreover, iq digital and the advertising space operators in question will be indemnified in relation to the cost of any necessary legal defence, including all court costs and lawyers' fees in the statutory amount. In the event that claims are asserted against iq digital by third parties, the advertising client must supply iq digital with all the information the advertising client has at his

disposal without delay, truthfully, fully and in good faith, and to furnish all documents required for the purpose of reviewing such claims.

9. Warranty of iq digital

(1) Within the framework of foreseeable requirements, iq digital guarantees best possible reproduction of the advertisement in line with the customary technical standards. The advertising client is aware, however, that the current state of the art does not make it possible to guarantee 100% reachability of the advertising space. In particular, the advertising client is aware of the following possible downtimes:

- Scheduled maintenance work of up to 7 hours a week
- Unscheduled maintenance work of up to 7 hours a week
- Times during which the advertising spaces marketed by iq digital have to be taken offline until smooth operation can once again be assured due to technical or other problems outside the sphere of influence of iq digital, e.g. due to hacker attacks, force majeure, strikes, disturbances occurring in the sphere of responsibility of third parties (e.g. other providers, network operators or service providers on whose services the operations of iq digital depend)
- Failure or disruption times 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.

The advertising client is also aware that errors in the display of the advertisement are not present in the following cases:

- Due to the use of an unsuitable graphics software and/or hardware (e.g. browser) or
- Due to disruption in the communication networks of other operators or
- Due to failure of third-party computers (e.g. other providers)
- Due to incomplete and/or non-updated services on so-called proxies or
- Due to 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 longer than the aforementioned time within the context of a fixed, time-based booking, the advertising client is released from the obligation to make payment for the duration of the failure. Other claims on the part of the advertising client are inadmissible.

(2) If the reproduction quality of the advertisement is unsatisfactory, the advertising client is entitled to demand reduced payment or flawless replacement advertising, but only to the extent that unsatisfactory reproduction impairs the intended purpose of the advertisement. If iq digital fails to meet an appropriate deadline set for this purpose, or if replacement advertising is not feasible, the advertising client is entitled to reduced payment or cancellation of the order.

(3) If any defects are not obviously apparent in the advertising materials, the advertising client has no entitlements in the event of unsatisfactory publication. The same applies to defects in repeat insertions if the advertising client does not draw attention to the defect prior to publication of the next scheduled insertion.

10. Performance Disruptions

If an order cannot be executed for reasons for which iq digital 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 iq digital to receive payment will remain in effect. The advertising client will be informed if the delay is of considerable duration.

11. Liability

Irrespective of legal grounds, iq digital is only liable:

- In the case of intent and gross negligence of a legal representative, a management executive or other vicarious agent
- In the case of each culpable violation of a material contractual obligation (where the term "material contractual obligation" is an abstract term designating an obligation, the fulfilment of which is essential to the proper execution of the contract in the first place and compliance with which the other party to the contract can generally rely on), in the event of default and impossibility, and in the event of intent and gross negligence of a simple vicarious agent. Liability for damage to property and financial loss is limited to the amount equivalent to the typically foreseeable damage.

The aforementioned liability limitations do not apply in cases of mandatory legal liability, in particular with regard to the product liability laws, if a guarantee has been given or in the event of culpable injury to life, limb or health.

12. Rate Card

(1) The rate card valid at the time the order is placed applies. iq digital reserves the right to alter rates. This will not apply vis-à-vis consumers 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 iq digital, however, rate changes will only be effective if iq digital has provided information on these changes at least one month prior to publication of the advertisement. In the event of a rate increase, the advertising 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 iq digital in their offers, contracts and settlements of accounts with the advertisers. The acquisition commission granted by iq digital may not be passed on either in whole or in part to the clients of the advertising agencies or to other advertising intermediaries.

13. Payment Default

(1) In the case of advertising orders with a booking period of one or two publication months, the service will be billed after the end of the booking period. In the case of advertising orders with a booking period of more than two publication months, billing will be in monthly instalments on a pro rata basis for the services already provided; the final invoice will be submitted after the end of the booking period. On request, the invoice will also be submitted in advance. On ecological grounds and for reasons of sustainability, all invoices are in digital

format and will be dispatched electronically. The agreed payment deadlines apply upon receipt of the invoice, and there is no additional dispatch by standard mail.

(2) In the event of default or an extension of the payment period, the advertising client will be charged interest at a rate of 9 percentage points above the base interest rate in the case of businesses and 5 percentage points above the base interest rate in the case of consumers as well as collection costs. In the event of default of payment, iq digital may postpone further execution of the ongoing advertising order until payment has been made and may demand advance payment for the remaining insertion(s).

(3) In the event of default on more than one outstanding payment, all claims for payment against the advertising client will become due immediately.

(4) Objectively reasonable doubts as to the solvency of the advertising client, a domicile of the advertising client outside Germany, or the booking of a first order by the advertising client entitle iq digital, even during the period of the contract, to make publication of advertisements or 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.

14. Cancellation of Orders

(1) In general, cancellation of orders is possible. Cancellation must be received by iq digital in writing or in the form of an eMail. If an order is cancelled at the latest 5 working days (10 days in the case of homepage and fixed positions) prior to the start of insertion, there will be no charge for the advertising client. Cancellations received between 5 or 10 working days (as applicable) prior to the start of insertion will be subject to a flat rate processing fee equivalent to 50% of the cancelled order volume. In the case of homepage or fixed positions cancelled within 10 working days prior to the start of insertion, and in the case of the cancellation of advertisements following the start of insertion, the flat rate compensation amount is equal to 100% of the cancelled gross order volume. The advertising client is entitled to prove that no or lesser damages have occurred. iq digital reserves the right to prove that higher damages have occurred. In the case of partial cancellations, the above provision is to be applied accordingly.

(2) iq digital will allow itself to be credited with the value of the business it was able to acquire through other bookings or the value of other business it wilfully failed to acquire.

15. 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) iq digital and the advertising space operators in question are 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. This data will be aggregated by the company/companies and communicated in the market.

(3) If the advertising client becomes aware of anonymous or pseudonymous (and therefore also personally identifiable) data resulting from access to the served advertisements, the advertising 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 advertising spaces of iq digital.

(4) Beyond this, the advertising client is prohibited from any further processing, utilisation and

forwarding of all data (anonymous or personally identifiable) resulting from access to the advertisements supplied by him for advertising spaces of iq digital. This prohibition also covers the creation of profiles based on user habits on the website of iq digital and the further use of such profiles.

(5) If the advertising client uses systems of a third party to insert advertisements on the advertising spaces of iq digital, he will ensure that the system operator in question also complies with this agreement.

(6) For each violation of the obligation arising from the above paragraphs (3) to (5), the advertising client will pay to iq digital 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 more extensive claims to compensation. If iq digital agrees to provide the service, and if a final invoice is drawn up for the service, iq digital reserves the right to assert the contract penalty until the rights connected with this final invoice have been asserted.

16. Concluding Provisions

(1) The place of performance is Düsseldorf.

(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 is Düsseldorf. If the place of residence or usual place of abode of the advertising client – including “non-merchants” – is unknown at the time when an action is filed, and if the advertising 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, Düsseldorf is agreed as the 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.

(4) If individual provisions of these General Terms and Conditions of Business are or become invalid in whole or in part, the remainder of the advertising order will still remain in effect. The same applies in the event that there are omissions in these General Terms and Conditions of Business. The provision that is partially or fully invalid or that has been omitted will be replaced by a provision that the parties would have agreed upon had they prudently considered the partial or full invalidity or the absence of the provision in question if they had been aware of same.

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