

# General Terms and Conditions of Business between ad-media GmbH and Companies ("Customers") who offer their services to users with the Buyers' Guide

## Section 1 Application of the General Terms and Conditions of Business

- (1) The following General Terms and Conditions of Business apply to all including future contracts concluded with and services provided by ad-media GmbH ("ad-media") to customers who are not users. Applicable is the version of the General Terms and Conditions of Business valid at the time the Customer places an order.
- (2) ad-media uses these General Terms and Conditions of Business only in respect to entrepreneurs (Section "§"14 German Civil Code "BGB") within the scope of their commercial or legally independent professional activity ("Customer"). In placing the order, the Customer declares legally binding that it is acting as entrepreneur. ad-media is entitled to demand proof of its entrepreneurial status in the form of documentation (certificate of registration, registration of a trade or business or similar).
- (3) Deviating general terms and conditions of Customers are hereby rejected; such conditions are not content of the contract, even if not expressly denied by ad-media.

## Section 2 Conclusion of contract, terms of payment, prices

- (1) The Customer accepts the offer, by registering on the ad-media platform.

Object of the contract is entry in the classified directory of the Buyer's Guide, which is updated by the Customer.

ad-media, within the scope and for the duration of the contractual relationship, makes available the contents and data entered by the Customer on its own or external servers for Internet release.

- (2) If special prices or discounts that deviate from the price list of ad-media are agreed these are valid only for a term of the contract. If the term of the contract is extended by placement of a new order by the Customer, the regular prices in accordance with the at the time valid price in the price list of ad-media apply, unless otherwise individually agreed or a renewed discount for the newly agreed term of the contract is granted.
- (3) Payment results from the data on the Website.  
  
Payment is due immediately in advance at the begin of the agreed term of the contract. The obligation to pay is independent of delivery of the data required from the Customer for processing. All amounts are net amounts plus the relevant turnover tax.
- (4) In the event of a default in payment (more than 10 days after receipt of the invoice), ad-media is entitled to block access to the data of the Customer. The obligation to pay as well as the claim for the statutory damage caused by delayed performance remain unaffected.
- (5) If the contractually agreed term of the contract is extended for reason of non-termination in accordance with Section 10, ad-media can increase the agreed payment by 5 % for always each period of extension, unless otherwise agreed; the basis for assessment is always the last valid net payment.

## Section 3 Responsibility of the Customer

- (1) The Customer provides ad-media in good time with all data required for the execution of the contract. The Customer assures that it is entitled to pass on and disseminate the data provided and to observe the relevant rules relating to data protection.
- (2) The Customer is responsible for the correctness, completeness and legality of the data it provides.

The Customer may quote and/or advertise only services that it actually offers. The Customer may not advertise false statements to attract attention of potential users to itself.

The Customer may not, in its texts and contents, compare its services and/or prices with other customers, suppliers and/or companies.

For the rest, the rules for regulating commercial practices and/or the competition law regulations apply bindingly to the Customer and as contractually agreed prerequisite.

- (3) The Customer expressly assures that the data provided are in agreement with the applicable law and that it has all of the required rights to the utilization and exploitation of their contents in the Internet for the purposes of this contract with ad-media.
- (4) For the rest, Section 6 "Posted contents, rights of utilization" applies.
- (5) The Customer, moreover, is exclusively alone and itself responsible for the proper execution of an order with users and/or also for exercising lawful and proper advisory practice in handling inquiries, preparation of offers etc.

The Customer is also exclusively alone and solely responsible for the financial processing of any contracts with users, i.e. ad-media assumes no responsibility for the user, its liquidity, its conduct etc.

- (6) The Customer holds ad-media in every respect harmless from any disadvantages and claims by third parties which ad-media incurs as a result of violations of the law by the Customer in respect of the contents posted by it and/or data originating from it or due to any breaches of duties to users (potential or actual customers of the Customer).

The obligation to hold harmless applies also after the end of the contractual relationship with ad-media, in particular if:

- The claim is due to a violation of the law or breach of duty committed during the term of the contract;
- The violation of the law is found even after removal of the contents from the cache of ad-media or, for example, Google or the Web archive;
- The violation of the law occurred only after the end of the contract and ad-media was not expressly responsible for the removal of the illegal contents from the Internet Portal;
- The breach of duty was committed during initiation or execution of the contract with a user (potential or actual customer of the Customer) after the end of this contract.

## Section 4 Responsibility of ad-media

- (1) The data of the companies are hosted on servers that ad-media owns or has leased for this purpose. ad-media is not responsible for transmission of the data to the Customer or third parties.
- (2) ad-media undertakes to observe the rules of the data protection law and to use the data made available by the Customer only in the legally permissible framework. ad-media makes the respective contents available online to visitors only for purely informative purposes.
- (3) ad-media is not responsible for the data material, but exclusively the Customer itself. This refers in particular, but not exclusively, to content, correctness, up-to-dateness, design and completeness of the data. ad-media is also not responsible for changes to the content made by the Customer or by third parties attributable to the Customer.

## Section 5 Rights of ad-media

- (1) ad-media reserves the right to alter, supplement or partly to delete the whole or part of the Internet pages of ad-media, also without prior notice, provided the entry of the Customer is not affected.
- (2) ad-media has the right to perform maintenance work on its own or third-party servers and databases etc. ad-media will keep disruptions of data retrieval to a minimum. Maintenance work will therefore take place primarily outside the usual business and office times, if possible. Should the Customer nevertheless be adversely affected, it has no claim for reduction of payment, termination of the contract or claim for compensation, unless the impairments are unreasonable for the Customer.

- (3) ad-media has the right to temporarily block or delete access to individual delivered data, if third parties can credibly demonstrate that their publication violates laws or credibly demonstrate doubts on their legality for other reasons. The claim for compensation is in such cases unaffected. If the customer upon demand of ad-media is unable to demonstrate the lawfulness of such data, ad-media has the right to extraordinary termination.

#### **Section 6 Posted contents, rights of use**

- (1) The Customer itself and solely is responsible for all contents posted by it. This applies also to contents the Customer makes available to ad-media and ad-media uses these contents according to the contract.
- (2) The Customer undertakes to preserve the rights of third parties, in particular their data protection rights, personal rights as well as trademark rights, rights of use, copyrights and exploitation rights.
- (3) If the Customer posts pictures, texts, videos and the like, the Customer assures and assumes the responsibility that it has either the required rights for their use (e.g. that it has written the text itself, it itself took the picture) or at least that it has obtained the required prior approval from the respective right owner (e.g. the author of the text, the photographer of the picture, the depicted persons).
- (4) The Customer undertakes to post no pornographic contents, contents that offend moral standards and illegal contents of whatsoever kind. These include, for example, also contents with potentially harmful effects on minors, right-wing and left-wing extremists contents, offensive, inhuman, violence glorifying, propagandistic, military, discriminating, sexist, anti-Semitic, insulting, defamatory and other comparable contents. The same applies to linkage to such and comparable contents.
- (5) Contents that are suspected of violating the rights of third parties can be immediately blocked and/or deleted by ad-media at any time without consultation. ad-media will inform the Customer of this immediately.

If third parties assert a violation of law resulting from contents of the Customer, ad-media can correct, block or delete these contents at any time. ad-media will inform the Customer of this immediately.

If ad-media decides to delete or alter such contents, this will not change the contractually agreed and legal responsibility of the Customer or ad-media.

- (6) The Customer is also responsible that the contents it posts is free of malicious software, malware, viruses, Trojan horses or other programs and/or codes that can endanger or impair the functionality or the inventory of the platform.
- (7) The Customer undertakes to ensure adherence to these regulations every time before it posts contents and also regularly afterwards.
- (8) ad-media is not responsible either for actions and omissions of the Customer nor of third parties, unless they acted as assistant or vicarious agent of ad-media.
- (9) The Customer agrees that ad-media saves its entry as well as the data made available in databases and to use these data within the scope of its business activities and in accordance with the legal regulations.
- (10) The Customer permits ad-media, unlimited in time and territory and irrevocably, to use the contents and imagery posted by the Customer itself for its own purposes to a reasonable extent for advertising and utilization (i.e. in particular for multiplication, dissemination, accessibility to the public and for processing), for example, within the scope of its own advertising (e.g. advertising flyers, advertising videos etc.), showing, for example, exemplary imagery of specific customer profiles or similar. This applies for an undetermined period of time, also after the duration of the contractual relationship between the Customer and ad-media.

#### **Section 7 Rights on the Website**

- (1) All labelling rights, rights on business designations, name rights, trademark rights, copyrights and other rights on the Website of ad-media, its individual graphic and textual elements and their functionalities and services belong alone to ad-media and may not be used, disseminated, copied, multiplied, made accessible to the public, listed, sent or otherwise utilized without prior written consent of ad-media.
- (2) A transfer of utilization or other rights to the Customer does not take place.

#### **Section 8 Defects in quality and defects in title / liability**

- (1) ad-media warrants no specific availability for utilizing the Internet offer. ad-media, within the scope of its own sphere of influence, endeavors to enable maximum availability. The Customer however knows that constant availability cannot be warranted since the function and availability of the Internet are not within the sphere of influence of ad-media. For that reason, ad-media cannot assume liability for insignificant and short-time impairments of the usability of the Internet offer of ad-media and the accessibility of individual entries. For limitations in accessibility due to force majeure or other circumstances for which ad-media is not responsible and which are outside the sphere of influence of ad-media, ad-media assumes no liability.
- (2) ad-media assumes no liability for any contents, data and/or information made available by the Customer and also not for contents on linked external websites. ad-media in particular does not warrant that these contents are true, current or complete, fulfill a specific purpose or serve such a purpose.
- (3) ad-media assumes no liability for successful reception of Internet pages, Internet addresses, advertisements and offers on search engines, online platforms and advertising markets that do not belong to ad-media.
- (4) Prerequisite for remedy of faults and defects is timely notification of any such faults and defects. Claims concerning obvious defects that are not notified in writing within two weeks of gaining knowledge and/or the possibility of gaining knowledge are excluded.
- (5) The warranty is carried out primarily by rectification. If rectification fails two times, the Customer has the right to reduce payment or to terminate the contract.
- (6) ad-media is liable, without limitation, for culpable violation of life, body or health. This applies also in the case of liability in accordance with the Product Liability Act or in cases of premeditation and/or grossly negligent violation of duty. ad-media is liable also for damage resulting from slightly negligent violations and major violations of contractual obligations, then, however, limited to the foreseeable typical average damage at the time the contract was concluded.
- (7) ad-media does not promise improvements in the positioning or in the ranking on other pages, in particular search engines. Accordingly, ad-media also assumes no liability for improvements of that kind nor for expected improvements.

ad-media also does not promise any business contacts, business transactions or other increases and successes.

Expectations for improvement in the positioning and/or contacts or business transactions are expressly not the basis of the contract.

#### **Section 9 Data protection**

- (1) ad-media collects, saves and processes personal data of the Customer in accordance with the information in the data privacy statement.
- (2) The Customer knows that ad-media has no influence on the use of the information entered by it by the users of ad-media.

#### **Section 10 Term of the contract**

- (1) The contract is initially concluded for the duration of 1 year starting from the date of the conclusion of the contract.
- (2) Every contract is automatically extended by always 1 additional year, unless terminated 2 months prior to the current year (by mail, e-mail or fax).
- (3) If the Customer desires premature deletion of its entry outside its contractual or legal rights, it must inform ad-media of this in writing, without prejudice to its payment obligation, i.e. a refund does not take place.
- (4) The contract can be terminated for important reason by both parties. An important reason for ad-media can be, for example, a violation of the regulations of this contract by the Customer and if it does not correct the violation despite requested. If ad-media declares no termination, this does not mean an acknowledgment or toleration of the violation. If ad-media terminates for an important reason for which the Customer is responsible, ad-media will retain its claims for payment. If the Customer terminates due to a reason for which ad-media is responsible, ad-media must reimburse payments already made, unless ad-media has not already lawfully done so.

Ordinary termination outside the regulation in paragraph 2 is excluded.

(5) Reference is made to Section 2 paragraph 5.

#### **Section 11 Set-off, assignment, retention**

- (1) The assignment of non-pecuniary claims against ad-media is excluded if ad-media has an interest in the exclusion worthy of protection or if the justified interests of the Customer in the assignability of ad-media do not outweigh the assignability.
- (2) The Customer may assign claims arising out of the contractual relationship with ad-media to third parties only with the prior agreement of ad-media.
- (3) The Customer is entitled to exercise a right of retention only if its counterclaim rests on the same contractual relationship and has been determined undisputed or has been legally established.

#### **Section 12 Miscellaneous provisions**

- (1) As place of jurisdiction or disputes arising out of the contractual relationship the registered office of ad-media is agreed. However, ad-media, at its discretion, can also lodge a complaint at a legal exclusive place of jurisdiction.
- (2) Place of fulfillment is the registered office of ad-media.
- (3) The law of the Federal Republic of Germany applies exclusively, excluding conflict of law rules.
- (4) In cases of doubt, the German language shall prevail and/or in the presence of translations into several languages of a contract the version in German language.
- (5) If any term in these General Terms and Conditions of Business is or will be held to be unenforceable, the validity of the remaining terms will not be affected.