

# General Terms and Conditions for Subscriptions

## Article 1 - Contracting parties

The following general terms and conditions (hereinafter referred to as "GTC") shall apply exclusively for all subscription purchase orders. Any conflicting terms and conditions, in particular the terms and conditions of customers, are only valid if and inasmuch as they have been approved by us.

Subscription purchase orders are concluded with ad-media GmbH (hereinafter referred to as "ad-media").

Address: ad-media GmbH      Commercial Registry Cologne HRB 22639  
Industriestraße 180      VAT ID No.: DE151602464  
50999 Cologne  
Germany

Managing Director:  
Dr. Ing. Holger Karutz

Our offers are aimed exclusively at businesses. Businesses in the sense of these GTC are all natural or legal persons or partnerships with legal capacity, who are acting in pursuit of their commercial or independent professional activities on concluding the contract. No contract will be concluded with consumers.

## Article 2 - Exclusion of responsibilities in electronic business transactions

§ 312e Section 1 p. 1 no. 1 to 3 and sentence 2 German Civil Code shall not be applicable.

## Article 3 - Conclusion of contract and purchase order content

Any order placed by a customer (online, by email, letter, fax or telephone) shall represent a legally binding offer to ad-media to conclude a subscription purchase order. Upon reception of your order, you will receive written confirmation from us by which we confirm the reception of your order. This order confirmation, however, does not represent any acceptance of contract from our side. A contract shall only be considered concluded with the consignment of the first issue.

## Article 4 - Pricing

The prices applicable and any delivery costs that may be incurred can be found in the information available in the order form. The prices given are net, excluding value added tax at the statutory rate.

ad-media reserves the right to change the prices of the products offered at any time. The current prices on our website shall be valid at the point in time of your order.

## Article 5 - Conditions of payment

Remuneration shall be due and payable without deduction immediately after receipt of invoice. The customer will be in default of payment 10 days after receipt of invoice. The interest on arrears will amount to 8% above the current base rate, § 288 Section 2 German Civil Code.

## Article 6 - Duration of contract and cancellation

The minimum contractual period shall be one year. Inasmuch as you do not cancel your subscription purchase order by giving three months' notice in writing (letter, email or fax) before the end of the contract period, then the subscription shall be considered as automatically renewed for another year.

Inasmuch as you have chosen to pay the subscription by direct debit, your account will be automatically debited again in the case of a subscription renewal.

## Article 7 - Liability

ad-media shall be liable for damages caused by wilful intent or gross negligence, loss of life, bodily injury and impairment to health, and according to the provisions of the German product liability law. In the case of a negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), the liability of ad-media shall be limited in amount to the damages that are foreseeable and typical according to the type of business transaction in question.

There shall be no further liability on the part of ad-media.

The above limitations of liability shall also be valid for the personal liability of employees, representatives and organs of ad-media as well as for the liability of ad-media's vicarious agents.

## Article 8 - Governing law and court of jurisdiction

These GTC and any contractual relationship existing between the customer and ad-media shall be subject to German law excluding the UN purchasing convention.

The languages in which our GTC can be downloaded on our website are available to our customers for concluding the contract. In the event that these General Conditions are translated into another language, in case of doubt, always the German version has priority.

The sole court of jurisdiction for all disputes between the parties arising from or in relation to this contract shall be Cologne, inasmuch as legally permissible.

## Article 9 - Protected content

Our website contains copyrighted content such as brandings, templates, texts, photographs, graphics, films, illustrations, etc. that may only be utilised with the explicit approval from ad-media.