

# GTCs DIGITAL

## Settlement of advertising orders

**No. 1:** An "Advertising order" in the sense of the terms and conditions laid out in the following is the order for one or several advertising materials placed by the Client in informational services of the Publisher, in particular in the internet, for the purpose of the circulation by the Publisher by electronic means.

**No. 2:** In cases of doubt, advertising materials must be inserted for publication within one year after the conclusion of the contract. In the event that the conclusion of the contract permits the insertion of separate advertising materials, the contract shall be settled within one year of the appearance of the first advertising material wherever this first advertising material is inserted and published within the period specified in Line 1.

**No. 3:** The insertion period is defined individually according to the booked number of contacts or, as the case may be, according to the booked number of contacts plus the frequency-capping/targeting settings. In the event that the insertion period booked by a client overlaps the insertion periods booked by other clients, the advertising materials shall be supplied in rotation in these periods. This shall also affect the insertion periods of a client.

**No. 4:** Placement instructions shall be binding only when they are confirmed by the Publisher.

**No. 5:** Free-of-charge cancellation of an advertising material shall be possible up to 14 (fourteen) days prior to the contractually agreed first day of publication. Notice of any cancellation must be given by the Client in writing and must be confirmed by the Publisher in writing. Oral agreements shall have no effect. The decisive factor for the observance of the deadline shall be the date of receipt of the Client's notice of cancellation by the Publisher. Any cancellation after this time shall entitle the Publisher to charge the Client for cancellation fees in accordance with the scale listed below. The Client shall remain free to provide evidence that the cancellation involves no or only minor financial damage.

The following cancellation fees apply:

10-13 days before insertion	50% of the order volume
5-9 days before insertion	80% of the order volume
4 days – 1 day before insertion	100% of the order volume

A free-of-charge deferral of the agreed first day of publication shall be possible up to 14 (fourteen) days prior to the contractually agreed first day of publication. The deferral of the publication date must be requested by the Client in writing and must be confirmed by the Publisher in writing. Oral agreements shall have no effect. The decisive factor for the observance of the deadline shall be the date of receipt of the Client's request for deferral by the Publisher. A deferral at a later time shall count as a cancellation and shall entitle the Publisher to charge the Client for cancellation fees in accordance with the scale shown above for cancellation. A deferral at a later time shall count as a cancellation and shall entitle the Publisher to charge the Client for the full volume of the agreed advertising order. The Client shall remain free to provide evidence that the deferral involves no or only minor financial damage.

For special forms of advertising (eLearnings, knowledge tests etc.) that contain a textual and/or design-related service rendered by the Publisher, free-of-charge cancellation shall be possible only up to 4 (four) weeks before the start of the campaign. Any work services already rendered by the Publisher up to the time of cancellation shall be charged to the Client. In addition, in such a case a cancellation fee shall be charged according to the following scale:

2-3 weeks before insertion	50% of the order volume
1 week before insertion	100% of the order volume

In the case of news ads/Facebook posts, the release for insertion must be available by 12:00 midday on the day before the scheduled insertion. No further changes can be made after this time.

**No. 6:** Orders for advertising materials that at the express wish of the Client are to be published only at selected positions on the respective website must be supplied to the Publisher at least 10 (ten) days before the requested first day of publication so as to enable the Publisher to notify the Client promptly in the event that the order cannot be executed in this way.

**No. 7:** It is not possible to guarantee the exclusion of competition.

**No. 8:** The Client must report any complaints to the Publisher immediately. In the case of the entirely or partially impaired availability of the advertising material that falls within the responsibility of the Publisher, the Client shall be entitled to claim a reduction in the payment amount or a fully equivalent substitute placement, albeit limited to the extent in which the advertising material was not available.

In the event that the Publisher allows a deadline appropriate for the rectification of the complaint to expire, or if the availability of the advertising material is still not fully equivalent, the Client shall be entitled to claim a reduction in the payment amount or the cancellation of the order.

In the event that defects in the advertising documents are not readily apparent, the Client shall have no rights to assert claims in the case of incomplete publications that arise from such defects. This shall also apply in the case of errors in repeated advertising inserts when the Client fails to notify the Publisher of the defect before the publication of the next advertising insert.

**No. 9:** Orders placed by agencies shall be accepted only for clients who are precisely and completely named. The Publisher shall be entitled to demand proof of a mandate from the advertising agency. The invoices shall be sent to the agency. Without the express written permission of the Publisher, the agency shall not be permitted to assign services booked for a specified advertiser to a different client or to third parties.

**No. 10:** Advertising for products or services from more than one advertiser within one advertising material (joint advertising) shall require an additional written agreement or an agreement concluded by email.

### **Form and content of advertising media**

**No. 11:** The websites and information services of the Publisher are subject to the "Heilmittelwerbegesetz" [HWG, German Health Services Products Advertising Act]: advertising media for prescription-only medicinal products may be placed only in areas exclusively accessible for medical specialists and in their design must follow the provisions of the HWG. A distinction must be drawn here between advertising sections that are accessible for the general public and those sections reserved exclusively for specialist audiences. The Media Consultant must be informed of the prescription status of the medicinal product in question and shall provide support in the design of the advert.

**No. 12:** The Publisher reserves the right to refuse advertising orders – including individual retrievals within the context of a concluded order – for reasons relating to the content, origin, or the technical form according to the Publisher's uniform, objectively justified principles, wherever the content of the adverts violates laws or official regulations or their publication is unreasonable for the Publisher, in particular when advertising activities are run for companies in commercial competition with the Publisher. This shall also apply for advertising orders placed via marketing partners or agencies. The refusal to accept an advertising order shall be notified to the Client immediately following its review.

**No. 13:** The Client shall be responsible for the content and the legal admissibility of his advertising materials. He shall indemnify the Publisher against all claims asserted by third parties in connection with the publication of the advertising material, including the costs for any legal defence that may become necessary. The Publisher shall not be liable for checking whether an advertising order impairs the rights of third parties.

The Client shall also take measures to ensure that his advertising materials cannot be used to access data or other websites that violate applicable law and/or the rights of third parties and/or depict morally offensive contents (in particular ones that are racist, pornographic, violence-glorifying, defamatory, or obscene in their nature).

The Publisher shall act with circumspect in the context of his obligation to observe due diligence and shall not provide advertising materials that are in clear violation of applicable law and/or are immoral in their nature.

**No. 14:** Advertising materials that on the basis of their presentation are not readily apparent as such in the opinion of the Publisher shall not be inserted. In such a case, the Client shall be notified as swiftly as possible that (a) new advertising material(s) are required.

### **Availability of advertising media and advertising materials**

**No. 15:** The Publisher guarantees the standard availability of options for his websites and information services provided by the technical conditions over the agreed period of time. The Publisher shall be relieved from his duty to perform the Contract in cases of force majeure. Force majeure here shall be taken as meaning all unforeseeable events and such events whose effects on the fulfilment of the Contract cannot be blamed on either of the parties. Such events include in particular legitimate industrial action, also at third-party operators; official measures; the disruption of communication networks and gateways of other operators; breakdowns in the area of responsibility of line providers; and other technical faults, even if these circumstances arise in the area of responsibility of subcontractors, subsuppliers or their respective subcontractors, or operators of network node computers authorized by the Publisher. In this regard, the Client shall indemnify the Publisher against all claims asserted by third parties. The Client shall not be entitled to assert claims for damages or any other claims against the Publisher wherever the Publisher is not responsible for these disruptions.

**No. 16:** The Client shall be responsible for the provision of technically suitable and flawless advertising materials. These materials must be delivered to the Publisher at the latest 10 (ten) days before the contractually agreed first day of publication.

**No. 17:** In the event that the data files are not delivered on schedule and/or that the advertising material has not been approved for release, the Client shall pay the full amount for the time period or, respectively, the full volume that was originally contractually agreed for the advertising material in question.

**No. 18:** The Client shall assign to the Publisher all utilization rights, ancillary copyrights, and other rights for the advertising materials in online media of all kinds, including the internet, that are necessary in terms of copyright law, in particular the rights to duplication, dissemination, transmission, and extraction from databases and retrieval,

temporally and contextually in the scope necessary for the performance of the Contract. These rights shall in all cases be assigned without local restriction and shall entitle the Publisher to run the advertisements by means of all familiar technical methods and all familiar forms of online media.

### **Terms of payment**

**No. 19:** The deadlines for payment specified in the online media data shall apply unless another payment deadline or advance payment has been agreed in the specific instance. The invoice for the advertising order shall be issued with effect of the first day of publication.

**No. 20:** In the case of a new business relationship, the Publisher reserves the right to demand advance payment. Due date of payment: 10 (ten) days before the contractually agreed first day of publication.

**No. 21:** In the event of default or deferment of payment, interest and collection costs shall be charged. In the event of default of payment, the Publisher shall be entitled to suspend the further execution of the current order until payment is received and to demand advance payment for future advertisement orders. In the case of reasonable doubt regarding the Client's financial solvency, the Publisher shall be entitled to make the publication of further advertising materials – irrespective of any originally agreed terms of payment – dependent on the advance payment of the due amount and on the settlement of any outstanding invoice accounts.

### **Data privacy**

**No. 22:** The Publisher shall save the personal data of the Client in machine-readable format and shall process these data in the context of the purpose of the contractual relationship with the Client in accordance with the applicable statutory data-privacy regulations. The purpose comprises in particular the delivery of the services and invoicing. All data shall be handled confidentially. No data shall be passed on to third parties.

### **Place of performance / court of jurisdiction**

**No. 23:** The place of performance of this Contract shall be the registered place of business of the Publisher. The court of jurisdiction shall be the registered place of business of the Publisher. Wherever claims of the Publisher are not asserted in legal dunning proceedings, in the case of non-merchants the court of jurisdiction shall be the address of the person in question. In the event that the address or habitual place of residence of the Client is not known at the time when legal proceedings are initiated, or that the Client relocates his address or habitual place of residence to a place outside the territory of application of the law, it is agreed that the court of jurisdiction shall be the registered place of business of the Publisher.

### **Additional terms and conditions:**

- a) The General Terms and Conditions and any additional terms and conditions, the order confirmations, and the separately valid media data shall be the governing aspects of each order.
- b) The order shall become legally binding only upon the Publisher's written confirmation of the order to the Client. Additional verbal agreements shall be valid only after written confirmation by the Publisher.

The exclusive language applicable for the conclusion of the Contract is German. Translations of these General Terms and Conditions into other languages serve only for your information. In the event of any discrepancies between the German version and a foreign-language version, the German text shall take precedence.