

GENERAL TERMS AND CONDITIONS ADVERTISEMENTS AND OTHER PROMOTIONAL PRODUCTS. Valid from 1.1.2019

- 1. Insertion Order**
 - 1.1. An "Insertion Order" pursuant to the following General Terms and Conditions is deemed to be a contract between the Customer and BCN. The Customer and the Customer's agent or representative (hereinafter referred to as "advertisements") of the Customer (direct customer) or advertisers and other customers in domestic and international print magazines, ePapers or eMagazines as well as other media for purposes of dissemination. The present General Terms and Conditions also apply for barter deals between the Customer and the respective publishing house (hereinafter the "Publisher"), so far the handling remains in the responsibility of the Customer and BCN may agree stipulations that deviate from these General Terms and Conditions.
 - 1.2. "ePaper" is an edition of a newspaper or magazine published exclusively in electronic form, whose editorial and advertising content (respective of any additional functions arising directly from functional technical options, such as links) is largely identical to that of the print edition of the same name and which, with regard to the advertisements contained therein, is marketed together with the print edition.
 - 1.3. "eMagazine" is an edition of a publication published exclusively in electronic form, whose editorial and advertising content is generally independent (even of the content of any print edition of a magazine of the same name) and which, with regard to the advertisements contained therein, is marketed independently (respective of any print edition of the same name).
- 2. Print and other advertisements**
 - 2.1. An advertisement may consist of one or more of the following elements:
 - an image or text;
 - sound sequences and moving images;
 - a sensitive area which, when clicked, links to other Customer or third-party information via an online and mobile address specified by the Customer.
 - 2.2. Advertisements which are not recognizable as such because of the layout shall be identified by the advertising broker and accepted only for the named advertisers. The advertising of products and services for an advertiser other than the one specifically named at the time of booking will always require prior written approval from BCN. The publication of the respective advertisements will follow upon insertion request by the Customer. An "insertion request" comes into effect upon booking of the advertisement by the Customer (Offer) and written confirmation of the booking by BCN (Order confirmation). All insertion requests are only then legally binding when they had been confirmed in written form by BCN. Advertisement bookings and confirmations can also be made via the OBS Online Booking System (Please find further information on OBS on www.obs-portale.de). The BCN General Terms and Conditions apply mutatis mutandis for insertion orders in inserts, bound-in supplements, glued-in inserts and other technically special formats. If a given Insertion Order permits individual insertion requests, the Order must be settled within one year from the date of the first advertisement's publication (hereinafter "insertion year") unless otherwise agreed.
 - 2.3. If any insertion requests under a given Insertion Order are not performed due to circumstances beyond BCN's control, the Customer shall, notwithstanding any other legal obligations, pay the difference between the discount granted and the discount corresponding to the number of advertisements actually placed.
 - 2.4. Reservations for advertisements and ad-specials are binding for BCN and the publisher, respectively, until the date specified in a written proposal only. After the specified date reservations expire without any further notice.
- 3. Order**
 - 3.1. "Order" (hereinafter "Insertion Order") is deemed to be a contract for the publication of multiple advertisements providing for a discount to be granted pursuant to the rate card; the respective advertisements are inserted upon request by the Customer. Insertion Orders from advertising brokers and agencies are not subject to the named advertisers. The advertising of products and services for an advertiser other than the one specifically named at the time of booking will always require prior written approval from BCN. The publication of the respective advertisements will follow upon insertion request by the Customer. An "insertion request" comes into effect upon booking of the advertisement by the Customer (Offer) and written confirmation of the booking by BCN (Order confirmation). All insertion requests are only then legally binding when they had been confirmed in written form by BCN. Advertisement bookings and confirmations can also be made via the OBS Online Booking System (Please find further information on OBS on www.obs-portale.de). The BCN General Terms and Conditions apply mutatis mutandis for insertion orders in inserts, bound-in supplements, glued-in inserts and other technically special formats. If a given Insertion Order permits individual insertion requests, the Order must be settled within one year from the date of the first advertisement's publication (hereinafter "insertion year") unless otherwise agreed.
 - 3.2. If any insertion requests under a given Insertion Order are not performed due to circumstances beyond BCN's control, the Customer shall, notwithstanding any other legal obligations, pay the difference between the discount granted and the discount corresponding to the number of advertisements actually placed.
 - 3.3. If a group discount is claimed for group affiliates, the advertiser shall submit written proof of its group affiliate status in accordance with the meaning of the provision in articles in which another entity holds an interest of at least 50%. In the case of corporations, group affiliate status shall be proven by confirmation by an auditor or by submitting the most recent annual report and in the case of partnerships, by an auditor by submitting an extract of the commercial register. Proof must be submitted by the end of the insertion year at the latest. Proof submitted at a later date cannot be acknowledged retroactively. Group discounts require in any case explicit written confirmation by BCN. If a group discount is claimed for an advertiser, the group discount will expire along with group affiliate status.
- 4. Millimetres of advertising space**

In calculating the volume of advertising space purchased, millimetres of advertising copy lines shall be converted into millimetres of advertising space at the appropriate rate.
- 5. Right of refusal**
 - 5.1. BCN reserves the right to reject advertisements as well as individual insertion requests under a given Insertion Order, if:
 - the content thereof violates the law or other official provisions; or
 - the content thereof was objected to by the German Advertising Standards Council (Deutscher Werberat) in a complaint proceeding; or
 - it would be unreasonable for BCN to publish it due to the content, design, source or technical form thereof; or
 - the advertisements contain advertisements of or for third parties.
 - 5.2. Orders for other advertisements shall be binding for BCN only after BCN has received and approved the artwork proof of the advertisement.
 - 5.3. Advertisements containing advertising of or for third parties ("tie-in advertising") require BCN's prior written declaration of acceptance for each individual case. The advertiser BCN to charge a tie-in advertising surcharge. The Customer shall be notified promptly if an advertisement is rejected.
 - 5.4. BCN is entitled to temporarily suspend the insertion of an advertisement in electronic editions if it has sufficient reason to suspect that the website to which the hyperlink in the advertisement refers has unlawful content. The foregoing shall apply in particular in cases involving investigation by governmental authorities or a warning issued by the authorities. The advertiser shall be clearly notified. The Customer shall be notified of the suspension and shall promptly remove the allegedly unlawful content or shall demonstrate or, where applicable, prove the lawfulness thereof. BCN may offer the Customer to replace the advertisement with another advertisement and/or a hyperlink to another website. BCN may at its discretion charge the Customer for any additional proven costs incurred as a result. The suspension shall be lifted as soon as the suspension has been lifted.
 - 5.5. In particular BCN is entitled to retract an advertisement that has already been published from the electronic edition if the Customer subsequently changes the content thereof without the knowledge and consent of BCN or if the Customer changes the URL behind the link or if the content of the website to which the ad links had been substantially changed. In such cases, the Customer has no right to claim a substitute insertion free of charge, although the Publisher will retain its agreed advertising fee.
- 6. Delivery of materials and printer's copy for print magazines**
 - 6.1. Insertion Orders for advertisements with special placement preferences must be submitted to BCN early enough to allow for time to notify the Customer before closing date that the order cannot be processed as requested. Classified ads shall be printed in the appropriate section without any explicit agreement between the parties being required.
 - 6.2. The Customer shall bear sole responsibility for delivering adequate printer's copy or other ad materials on time and in flawless condition. The delivery shall be made via the DUON portal (www.duon-portale.de), unless otherwise agreed. Before the digital delivery of the printer's copy, the Customer has to ensure that the transmitted files are free from computer viruses. More particularly the Customer is obliged to deliver ad materials according to the BCN specifications for this purpose. Should the aforementioned sources of damage be discovered in one or more of the transmitted files, BCN will refrain from using these files and shall delete them in order to prevent respectively control potential damage on its computer system. The Customer is not entitled to assert claims for damages in this case. BCN reserves the right to file damage claims against the Customer if damage had been caused by BCN by the aforementioned sources of damage, provided these were initiated by the Customer. In the case of the delivery of digital ad materials, the Customer is obliged to deliver the ad materials according to the BCN specifications - especially in terms of format and technical requirements. Delivery has to occur in due time prior to the insertion start date. Cancellations, changes in size, format or colours are no longer possible after closing date. The ad materials must exactly match the technical specifications as described on DUON Info. Otherwise claims for price reductions in the case of format or colour deviations are excluded. BCN does not assume liability for the accurate rendition of advertisements or corrections placed or communicated over the phone. Neither shall liability be assumed if defects in the ad materials are not discernible from the copy, but are only noticed in the stages of reproduction and print. In this case the customer and the advertiser are unable to assert any claims for an unsatisfactory print. Any resulting additional costs shall be charged to the Customer. BCN accepts no liability if agreed placements cannot be kept or the printing quality is impaired due to late delivery of ad materials.
 - 6.3. Any costs incurred for BCN and/or for Publishers caused by changes of the ad materials which were requested by the Customer or for which the Customer is responsible shall be borne by the Customer. The parties agree that to the extent the ad materials so allow, the print or other advertisements shall be of a quality customary for the particular magazine for which advertising space has been booked in accordance with the specifications in the rate card and the order confirmation. The foregoing shall apply only if the Customer complies with the binding BCN technical specifications for design and transferring the ad copies via the DUON portal. Should an order not be fulfilled or be falsely executed because the Customer breaches his obligations - e.g. the ad materials are delivered too late, incomplete, damaged or faulty or labeled incorrectly, BCN is still entitled to claim the agreed payment. Advertisement artworks created and executed for the Customer by BCN or an individual Publisher (Promotions) may be published only in the issues booked with BCN. No further rights shall be granted. Any media concepts and elements originating from BCN or the individual Publisher's quotations are protected by copyright and laws against unfair competition and the Customer shall treat them as confidential. The Customer is not allowed to pass on to third parties the aforementioned concepts neither as such nor in a modified form; neither is the Customer allowed to use them for other purposes beyond the scope of the contract.
 - 6.4. If the publication of the advertisement fails to reflect the contractually agreed quality or service,
- 7. Delivery of advertisements for electronic editions**
 - 7.1. The Customer shall submit to BCN by e-mail complete defect-free and appropriate advertisements for electronic editions (banners, target URL, ALT text and any advertising schedules) in the final digital form no later than 5 business days prior to the agreed first publication date. For special forms of advertising, the applicable period shall be 10 business days.
 - 7.2. If the data files are stored on the Customer's server or a third-party server, the Customer shall notify BCN, in compliance with the aforementioned conditions, of the URL of the advertisement to be inserted.
 - 7.3. Any deviations herefrom shall be promptly co-ordinated with BCN in text form. The aforementioned condition shall also apply mutatis mutandis for the addresses specified by the Customer, BCN reserves the right to change the addresses.
 - 7.4. BCN shall request replacements for any clearly inappropriate or defective advertisements. If the advertisement is not provided in proper form, specifically if it is supplied late or subsequently changed, BCN shall not warrant for the agreed dissemination thereof.
 - 7.5. If, after the aforementioned periods have expired, the Customer wishes to replace or change the advertisement or deviate from an existing advertising schedule, then BCN shall check whether such changes can still be made in view of the originally scheduled publication date. If this is not the case, the terms originally agreed shall apply.
- 8. Warranty and liability**
 - 8.1. Within the framework of foreseeable requirements, BCN warrants the best possible reproduction of the advertisement in accordance with the corresponding customary technical standards. The warranty shall not cover minor defects. However, the Customer must be aware that based on the current technology it is not always possible to ensure a completely flawless reproduction of an advertisement. The reproduction of the advertisement shall not be deemed defective where the defect is caused:
 - by use of unsuitable display software or hardware (e.g. browsers) of the user or the Internet service provider; or
 - where the reduction in quality of the advertisement does not significantly affect the purpose thereof; or
 - by disruptions in the communication networks (e.g. including, but not limited to, network failures or power outages) at BCN or other operators; or
 - by computer failure due to system or network failure; or
 - by incomplete offers and/or offers not updated and stored on proxy servers or in the local cache; or
 - by failure of the BCN ad server; the duration of which may not exceed 24 hours (continuously or added up) over a 30-day period from the commencement of the contractually agreed insertion.
 - 8.2. The warranty shall not include disruptions arising from computer defects or interrupts on the Customer's end or in the communication channels between the Customer's and the BCN servers.
 - 8.3. In the case of a breakdown of the BCN ad server over a considerable period of time (more than 10 per cent of the booked) for a booking due to run over a fixed period, BCN shall endeavour to make good the lost advertising spots as soon as possible. In the case of a breakdown, the Customer shall be excused from its payment obligations for the under delivery respectively for the average value of the media services that could not be fulfilled during that period. Further claims are excluded.
 - 8.4. BCN shall not bear the risk of data loss during transfer outside the sphere of its control nor does it assume any warranty and/or liability for data security. Risk shall pass onto BCN upon receipt of the advertisement on one of the BCN servers.
 - 8.5. BCN shall not be liable for interruptions or defects as soon as possible and shall endeavour to eliminate minor defects within a reasonable period of time.
 - 8.6. BCN is under no obligation to verify the accuracy, completeness or quality of the advertisements or the content thereof or whether they are up-to-date, serious and/or error free and assumes no express or implied warranty or liability therefore.
 - 8.7. BCN shall be liable for compensatory damages only:
 - in cases of willful or grossly negligent or the lack of a warranted quality;
 - in all other cases involving the breach of an important contractual obligation (cardinal obligation), default or impossibility of performance, BCN shall be liable for reasonably foreseeable damage, but not for any special accidental damage or indirect or consequential damage. Vis-à-vis merchant customers, liability shall in any case be limited to ordinary and gross negligence and in the case of its vicarious agents who are not legal representatives or executive officers, to willful or grossly negligent or the lack of a warranted quality and to the extent the Customer's control. To the extent a material contractual obligation within the aforementioned meaning was negligently breached, BCN's liability shall be limited to the amount of the fee it received or would have received for inserting the respective advertisement.
 - 8.8. The foregoing shall not affect liability for damage caused by injury to life, limb or health or under the German Product Liability Act (Produkthaftungsgesetz).
 - 8.9. The Customer may not base any of its damage claims on defects unless BCN was at fault for such defects pursuant to § 276, § 278 of the German Civil Code (Bürgerliches Gesetzbuch, BGB).
 - 8.10. Other than in cases of willful or grossly negligent conduct, BCN shall not be liable for quality or possibility of access, the display quality, for memory failure, interrupts or any delay, deletion or failed transmission during communication.
 - 8.11. Section 8.10. shall not apply in states and jurisdictions which prohibit the exclusion or limitation of liability in cases of willful or grossly negligent or the lack of a warranted quality.
 - 8.12. To the extent they are not based on willful conduct; any and all claims asserted against BCN based on the breach of a contractual duty shall become time-barred one year from the date on which the statutory limitation period commences.
 - 8.13. In the case of interruptions in operations or events of force majeure, unlawful labour disputes, unlawful confiscation, traffic disturbances, general shortages of raw materials or energy and the like, BCN shall not be liable for any damage or loss. If BCN or the Publisher or other advertiser engages in the performance of its obligations, BCN has a claim to full payment of the published advertisements. In the case of print advertisement the following shall apply: BCN is entitled to the full payment of the published advertisement, provided that 80 % of the average paid or otherwise guaranteed circulation of the relevant publication within the last four quarters has been distributed. In the case of a lower distribution, the invoice amount shall be reduced proportionally in accordance with the difference between the guaranteed or contractual circulation and the actual distributed circulation. The Customer shall not be able to assert any claims whatsoever against BCN based hereon. BCN accepts no liability for fulfillment of orders and payment of damages, in particular payment of damages caused by the non-publication or late publication of advertisements.
- 9. Payment period**

Unless another payment period or a pre-payment has been agreed in writing in the individual case, invoices shall be paid within the period indicated on the rate card. Any discounts for pre-payments shall be granted in accordance with the rate card. In the case of orders placed by new Customers, that is Customers for which BCN has not executed any previous orders, BCN is entitled to require payment in advance, granting a cash-discount of 2 per cent. Payment must be received by BCN until ad closing date.
- 10. Default in payment**

In the event of default in payment or default, the standard bank interest and collection costs shall be charged. If the Customer is in default in payment, BCN may stop further execution of the current Order until such time as payment has been remitted and may request payment in advance for the remaining advertisements. If BCN has legitimate doubts as to the Customer's ability to pay it may, even during the term of a pre-payment, make the publication of further advertisements contingent on advance payment of the amount by the ad submission date and on payment of outstanding invoice amounts, regardless of whether payment within a specific period was originally agreed.
- 11. Specimen copy of advertisements in magazines**

Upon request, BCN shall provide a specimen copy of magazine advertisements. Depending on the nature and scope of the insertion Order, ad clips, specimen pages, or complete end-page issues shall be provided. If a specimen copy can no longer be obtained, BCN shall issue a legally binding receipt to document the publication and dissemination of the advertisement.
- 12. Classified display advertisements**
 - 12.1. In the case of classified display advertisements, BCN shall exercise the due care of a prudent merchant in holding and forwarding responses. Responses received by registered or express mail shall be forwarded by regular mail only. Responses to box ads shall be held for four weeks. Responses which are not picked up in this period will be destroyed. BCN and the individual Publishers will return valuable documents, although they are under no obligation to do so.
 - 12.2. The Customer may by individual agreement authorize BCN as its agent to open incoming responses on its behalf and in the express interests of the Customer. Letters exceeding the accepted DIN A4 format or any shipments of goods, books, catalogues or packages shall not be forwarded and delivery thereof will not be accepted. The parties may however agree to acceptance and forwarding by way of exception in those cases where the Customer assumes the fees and charges arising therefrom.
- 13. Jurisdiction and governing law**
 - 13.1. Place of performance shall be the BCN registered office.
 - 13.2. The place of jurisdiction for legal actions resulting from business transactions with merchants, legal entities or public law entities shall be the place of jurisdiction for BCN registered office. Insofar as claims of BCN are not asserted in the context of default actions, the place of jurisdiction for non-traders shall be determined according to their place of residence.
 - 13.3. If at the time an action is filed, the place of residence or habitual abode of the Customer, whether or not it is classified as a merchant, is unknown, or if after entering into the contract the Customer relocated its place of residence or habitual abode outside the jurisdiction of the law, the place of
- 14. Rate changes**

BCN has the right to change its General Terms and Conditions and rates at any time with effect for the future. Changes in rates for Insertion Orders already placed shall be valid vis-à-vis companies, provided BCN gave notice thereof at least one month prior to the publication of the print or other advertisement. In such a case, the Customer may rescind the agreement, provided it does so in text form within 14 business days following receipt of notification of the rate increase.
- 15. Grant of rights and representations and warranties**
 - 15.1. The Customer warrants that he holds all rights necessary to publish the advertisement. Provided that BCN respectively the Publisher takes over the creation of the advertisement, the Customer shall bear sole responsibility for the content and lawfulness of the text and image materials delivered for the creation of the advertisement. BCN is entitled to make the publication of advertisements for medications and remedies dependent upon a written pledge stating the full legal legitimacy of the aforementioned pharmaceuticals from the Customer/Advertiser or any other person responsible for the content of the campaign and/or to have the copy of the advertisement examined for its full legal legitimacy by an expert at the cost of the Customer. BCN is under no obligation to examine orders and advertisements as to whether they breach the rights of third parties.
 - 15.2. The Customer shall bear sole responsibility for the content and lawfulness of the delivered text and image materials as well as of the advertisement copies (hereinafter "Content"). The Customer shall bear sole legal responsibility, specifically the responsibility under youth protection, press, competition, data privacy, criminal and media law and other legal provisions, for any and all Content provided. The Customer shall fully indemnify BCN and/or the respective Publisher against any and all third-party claims that may arise due to the violation or infringement of statutory and legal provisions under the Insertion Order on first demand. The Customer shall furthermore indemnify BCN and/or the Publisher against any costs it may incur for necessary defence of its rights. The Customer shall act in good faith to assist BCN and/or the Publisher in its efforts to defend against third-party claims by providing documents and information. The Customer is under obligation to inform BCN promptly if it is or has been warned in writing by a third party or if it has given or has to give a cease-and-desist declaration to a third party because of an advertisement with infringing content. If the Customer fails to comply with the aforementioned obligation, BCN shall not be liable for any damages caused to the Customer by the renewed publication of the respective advertisement.
 - 15.3. The Customer shall transfer to BCN and/or the Publisher any and all copyright licences, ancillary, trademark and other rights which are necessary in order to use the advertising in all types of print and online media, specifically including the right to reproduce, disseminate, transmit, broadcast, make publicly available, remove from a database and retrieve, and which are transferable to third parties in the context of performing the contract in the scope necessary for implementing the order both in terms of the substance and duration of such rights. The aforementioned rights shall in all cases be transferred with no territorial limits. The aforementioned rights authorise insertion using all known technical means and all known forms of online media. With regard to the use of images in connection with the advertisement, or the otherwise use of the name, logo, trademark, brand, work title or any other trade name, the Customer shall grant BCN and/or the Publisher the non-exclusive, non-transferable right to use the images or the respective company symbols in connection with the respective advertisement.
- 16. Data privacy**
 - 16.1. The Customer is hereby advised pursuant to the General Data Protection Regulation (GDPR), the German Telemedia Act (Telemediengesetz, "TMG"), the German Federal Data Protection Act (Bundesdatenschutzgesetz, "BDSG") as well as other data privacy provisions, that the personal data provided by the Customer in the context of using the services of BCN and in particular provided for processing and confirming the Order will be stored in machine-readable format, processed and used solely for those purposes for which the Customer provided said data - unless the Customer has authorised another form of use - and for purposes of invoicing and payment.
 - 16.2. BCN is entitled to collect, process, store and use the personal data of the Customer or the potential Customer in the context of confirming and processing an Order and in the context of processing inquiries as to capacity to the extent necessary in order to provide the Customer with the insertion and use of the BCN services and in order to effect invoicing. BCN is furthermore entitled to access these data for purposes of maintaining its operational capability. BCN shall ensure that such data is kept confidential.
 - 16.3. The Customer may, at any time following a respective request, get information about his personal data stored at BCN at no charge.
 - 16.4. Pursuant to the GDPR, the TMG and the BDSG as well as other data privacy provisions, BCN shall, subject to any other consent granted, use the Customer's data of which it becomes aware in the course of use only for fulfilling the purposes of these General Terms and Conditions; it shall maintain data security and bind its employees to a corresponding duty of confidentiality to the extent required by law.
 - 16.5. In order to be able to determine whether the offer is of interest to the Customer and if it can be improved, non-personal data of a general nature, in particular statistical data on the use of online and mobile services of BCN is collected. Surveys are also conducted and data and information from the server protocol files are consolidated on a comprehensive basis and used for statistics and analyses.
 - 16.6. In an effort to structure the offer even more effectively, the Customer consents to BCN, as a participant in leading market research projects, transmitting its data on gross advertising revenues at the product level to the entity conducting such research for publication, provided such entity guarantees that the data will be used solely for advertising statistical purposes.
- 17. Confidentiality clause**

Unless otherwise agreed in writing, the contractual parties shall treat any and all details of their contractual relationship, specifically details concerning rates and conditions of contract as well as business secrets of which they directly or indirectly obtain knowledge in the context of contract execution as strictly confidential. The aforementioned obligation does not apply in the case of disclosures ordered by court or by government or in court if one of the parties needs to enforce its own rights against the other party. This obligation is applicable throughout the whole duration of the contract and extends beyond the termination of the contract for an unlimited period of time. Press releases and other announcements made to third parties and containing details about the business relationship between BCN and the Customer or details to existing agreements require prior written consent from BCN. The aforementioned obligation also applies to the publication of logos provided by BCN.
- 18. Final provisions**

Any and all terms and conditions of sale contained in our advertisement rate card apply in addition to the present General Terms and Conditions. The application of the Customer's general contractual or business terms is hereby expressly excluded. The aforementioned clause applies even if the Customer's conditions were not expressly contradicted and/or if BCN is fulfilling its contractual duties without objection, which means the insertion and publication of advertisements is carried out without objection. German law applies with the exclusion of the UN Sales Convention and the provisions of International Private Law. Should individual provisions of the Insertion Order contract including the present provisions become wholly or partly ineffective or should the contract for an Insertion Order contain a gap, the legal effectiveness of the remaining provisions or parts of these provisions remains untouched. The ineffective provision is to be replaced from the contractual parties by an effective provision, which must come as close as possible to the economic success of the replaced ineffective provision. In case of inconsistencies between the English and the German version of the General Terms and Conditions, the German version shall prevail.