

# GENERAL TERMS AND CONDITIONS ADVERTISEMENTS AND OTHER PROMOTIONAL PRODUCTS.

## VALID FROM 1.1.2017

- 1. Insertion Order**
11. An "Insertion Order" pursuant to the following General Terms and Conditions is deemed to be a contract between Burda Community Network GmbH (hereinafter "BCN") and the customer (hereinafter the "Customer") for the publication of one or more print or other advertisements (hereinafter referred to as "advertisements") of the Customer ("direct customer") or advertisers or other purposes of dissemination, and internal print magazines, ePapers or eMagazines as well as other media for purposes of dissemination. The present General Terms and Conditions also apply for banner deals between the Customer and the respective publishing house (hereinafter the "Publisher"), so far the handling remains in the responsibility of BCN. Customer and BCN may agree stipulations that deviate from these General Terms and Conditions.
12. "ePaper" is an edition of a newspaper or magazine published exclusively in electronic form, whose editorial and advertising content (irrespective 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.
13. "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 (irrespective of any print edition of the same name).
- 2. Print and other advertisements**
21. 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.
22. Advertisements which are not recognizable as such because of the layout shall be identified by BCN as advertising. Text advertisements are advertisements bordered by editorial text on at least three sides and not by other advertisements.
23. As a rule, the formats listed on the applicable rate card may be used for publication of advertisements. Special advertisement formats are possible, subject to consultation and review by BCN.
24. Reservations for advertisements are binding for the Customer 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**
31. "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 will be accepted only for specifically 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 requests by the Customer. An "insertion request" comes into effect upon booking of the advertisement by the Customer (Offer) and the confirmation of the booking by BCN (Order confirmation). All insertion requests are only then legally binding when they have 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-portal.de](http://www.obs-portal.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.
32. 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.
33. If a group discount is claimed for group affiliates, the advertiser shall submit written proof of its group affiliate status. Group affiliates within the meaning of this provision are entities 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 from BCN. Group discounts shall only be granted for as long as the group affiliate status is held. The expiry of group affiliate status must be reported promptly; 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**
51. 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.
52. Orders for other advertisements shall be binding for BCN only after BCN has received and approved the artwork proof of the advertisement.
53. Advertisements containing advertising of or for third parties ("tie-in advertising") require BCN's prior written declaration of acceptance for each individual case. This entitles BCN to charge a tie-in advertising surcharge. The Customer shall be notified promptly if any advertisement is rejected.
54. 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 is unlawful content. The foregoing shall apply in particular in cases involving investigations by government agencies or a warning letter from an allied injured party, unless this is clearly unfounded. 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 payment to BCN for its editorial charge. The Customer shall charge the Customer for any additional proven costs incurred as a result. The suspension shall be lifted as soon as the suspension has been allowed.
55. 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 is linked has been substantially altered in order to refer to a website that has no right to claim a substitute insertion fee of charge, although the Publisher will retain its agreed payment claim.
- 6. Delivery of ad materials and printer's copy for print magazines**
61. 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.
62. 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-portal.de](http://www.duon-portal.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 use customary state-of-the-art anti-virus programs 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 damages had been caused to 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 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 formal 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.
63. 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 or the Publisher 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 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 designing 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 labelled 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 underlying BCN's 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 content or elements of the quotation, unless BCN has expressly given its prior written consent. The Customer is not allowed to use them for own purposes beyond the scope of the contract.
64. If the publication of the advertisements fails to reflect the contractually owed quality or service, the Customer shall have a claim to reduction of the contract price or to a flawless replacement advertisement,
- but only to the extent that the purpose of the advertisement was compromised.
65. BCN is entitled to refuse to insert a replacement advertisement where:
- under terms of contract and principles of good faith this would involve efforts on the part of BCN that are grossly disproportionate to the Customer's interest in the performance of the contract; or
  - this could only be accomplished at unreasonable cost to BCN or the individual Publisher.
- If BCN fails to meet any reasonable price reduction request by the Customer or if the replacement advertisement is again not defect-free, the Customer may claim a reduction in the contract price or rescind the contract. The right of rescission shall be excluded for minor defects in the advertisement. The Customer has the obligation to check the advertisement immediately after publication. Insofar as the Customer is a merchant, claims for defects must be asserted immediately after publication; in the case of latent defects a limitation period of six months shall apply. Insofar as the Customer is a non-trader warranty claims for obvious defects must be asserted within a period of two weeks; warranty claims for latent defects must be asserted within one year from the commencement of the legal statutory period of limitation.
- 7. Delivery of advertisements for electronic editions**
71. 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 10 business days before the agreed first publication date. For special forms of advertising the applicable period shall be 10 business days.
72. 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.
73. 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, to which the advertisement is to be sent.
74. 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.
75. If, after the aforementioned periods have expired, the Customer wishes to replace or change the advertisement or deviate from any 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**
81. 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 state of the art 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 technical defects in the reproduction process (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 complete 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.
82. 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.
83. In the case of a breakdown of the BCN ad server over a considerable period of time (more than 10 per cent of the period booked) for a booking due to run over a fixed period, BCN shall endeavour to make good the under delivery at a later point in time. If the make good fails, 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.
84. 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.
85. BCN shall eliminate any significant server disruptions or defects as soon as possible and shall endeavour to eliminate minor defects within a reasonable period of time.
86. 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.
- BCN shall be liable for compensatory damages only;
  - in cases of willful or grossly negligent conduct or the lack of a warranted quality;
  - in all other cases involving the breach of an important contractual obligation (cardinal obligation), default or in the parties the aforementioned content or elements of the quotation, unless BCN has expressly given its prior 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 employees, to willful conduct or reasonably foreseeable damage and

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- damage not within 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 for consequential or accidental damage.
- 8.12. To the extent they are not based on willful conduct; and any 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, be it within the organisation of a Publisher or of BCN or a Member of BCN, responses in the form of advertisements 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 proportionately in accordance with the disparity between the paid or guaranteed circulation and the actual distribution. The Customer shall not be able to assert any claims whatsoever against BCN based hereon. BCN accepts no liability for fulfilment 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 whom 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 all closing date.
- 10. Default in payment**
- In the event of default in payment or deferral, 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 contract, make the publication of further advertisements contingent on advance payment of the amount by the ad insertion 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 clipings, specimen pages, or complete specimen 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.
- 12a. Decline in circulation**
- Subject to the provisions under section 12b and as stipulated in sentence 2, in the case of an Insertion Order for multiple advertisements, a decline in circulation may entitle the Customer to a price reduction if the guaranteed circulation fails to be reached over the total average of the insertion year commencing with the publication of the first advertisement. A decline in circulation shall constitute a definite entitling the Customer to a price reduction only if and to the extent that the circulation registers a decline of:
- at least 20% for a guaranteed circulation of up to 500,000 copies;
  - at least 15% for a guaranteed circulation of up to 100,000 copies;
  - at least 10% for a guaranteed circulation of up to 50,000 copies;
  - least 5% for a guaranteed circulation of over 500,000 copies.
- The foregoing shall not apply to any decline in circulation for reasons specified in section 8:13. The guaranteed circulation shall be the average circulation specified in the rate card or otherwise, or, where no circulation has been specified, the average paid (in the case of professional magazines, this may be the average actually distributed) circulation during the prior calendar year. Claims for a price reduction shall also be excluded for Orders where BCN had informed the Customer of the decline in circulation in time for the Customer to rescind the contract prior to the publication of the advertisement.
- 12b. Special provision for a decline in circulation relating to publications publishing issue-related circulation data. Contrary to section 12a, in the case of publications which publish issue-related circulation data, a decline in circulation shall only result in a price reduction if and to the extent it exceeds 10% for a guaranteed

circulation of up to 500,000 copies and 5% for a guaranteed circulation of over 500,000 copies. The foregoing shall not apply to any decline in circulation for reasons specified in section 8:13. The basis for the guaranteed circulation shall be the total paid circulation as defined by the German Audit Bureau of Circulations (Informationsgemeinschaft zur Feststellung der Verbreitung von Werbeträgern e.V., IWW). It is calculated for the insertion year from the average circulation of the four quarters prior to the insertion year and the average BGN rate as an absolute number as the guaranteed circulation in the respective rate card. A price reduction claim presupposes that the Customer's Order is subject to a discount based on the volume scale and for a minimum of three issues. The price reduction shall be calculated on an order-per-company basis to the extent the parties did not agree to billing based on brands to be defined upon placement of the Order. The potential price reduction shall be calculated as the balance of the over and under circulations of the booked issues within the insertion year. The refund shall be effectuated at the close of the campaign based on the Customer net and factoring in the agency fee already granted in the form of a credit for additional advertising space or, where this is not possible, in cash. A refund claim shall only exist if the refund amount is at least EUR 2,500.

## 13. Classified display advertisements

- 13.1. In the case of classified display advertisements, BCN shall exercise the due care of a prudent merchant in handling and forwarding the 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.
- 13.2. The Customer may by individual agreement authorise 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 other kind of postal or air freightable mail 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.

## 14. Jurisdiction and governing law

- 14.1. Place of performance shall be the BCN registered office.
- 14.2. The place of jurisdiction for legal actions resulting from business transacted with merchants, legal entities under public law or with respect to public-law funds shall be the 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.
- 14.3. 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 jurisdiction shall be BCN's registered office.

## 15. 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 them notice thereof at least one month prior to the publication of the print or other advertisement. In such 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.

## 16. Grant of rights and representations and warranties

- 16.1. 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 medicaments 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.
- 16.2. 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 (hereafter "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 the Customer has been notified by a third party of a claim against the Customer or of a claim 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.

- 16.3. 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 forms 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.

## 17. Data privacy

- 17.1. The Customer is hereby advised pursuant to 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 the purposes of the Order and for the purposes of invoicing and that unless the Customer has authorised another form of use - and for purposes of invoicing and payment.
- 17.2. 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 for purposes of the fulfilment of its contractual obligations. The Customer shall be notified if such data is kept confidential.
- 17.3. The Customer may, at any time following written request, get information about his personal data stored at BCN at no charge.
- 17.4. Pursuant to 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 the General Terms and Conditions; it shall maintain data secrecy and bind its employees to a corresponding duty of confidentiality to the extent required by law.
- 17.5. 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.
- 17.6. 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.

## 18. 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 required 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.

## 19. 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.