

## General Terms and Conditions for Advertising Customers of Ströer Digital Media GmbH (GTC)

The following General Terms and Conditions apply to the offers and contracts of Ströer Digital Media for the marketing of advertising, depending on the respective advertising category, whereby Special Terms and Conditions take precedence over General Terms and Conditions:

- A. General Terms and Conditions for all types of advertising
- B. Special Terms and Conditions for websites and other digital services
- C. Special Terms and Conditions for audience-based public video | Digital out of Home

### A. General Terms and Conditions

#### 1. General definitions

- **GTC:** General Terms and Conditions for Advertising Customers of Ströer Digital Media, in their entirety consisting of General and Special Terms and Conditions
- **GDPR:** Regulation (EU) 2016/679 (General Data Protection Regulation)
- **Price list:** The price list referenced by Ströer Digital Media in the offer
- **Ströer Digital Media:** Ströer Digital Media GmbH, Kehrwieper 8-9, 20457 Hamburg, Germany
- **Ströer Gesellschaft:** Company affiliated with Ströer Digital Media within the meaning of Section 15 German Stock Corporation Act (AktG)
- **Ströer Group:** The entirety of all Ströer companies
- **TCF:** Transparency and Consent Framework in its most recent version, "TCF v2.0" at the conclusion of these GTCs
- **TTDSG:** German Telecommunications-Telemedia Data Protection Act
- **UWG:** Unfair Competition Act
- **Vendor:** Technical service providers that the advertising customer wishes to integrate
- **Whitelist for vendors:** List of vendors who have completed a registration procedure within the TCF, and are also approved by Ströer Digital Media under the URL Redirect [https://docs.google.com/spreadsheets/d/1r\\_CJJMLCGZR2dcH0sBxVI3SziPcRPtVBYJA0KpuMY-g/edit#gid=106593060](https://docs.google.com/spreadsheets/d/1r_CJJMLCGZR2dcH0sBxVI3SziPcRPtVBYJA0KpuMY-g/edit#gid=106593060) at the time the contract is concluded
- **Advertising media specifications:** The technical specifications of advertising media, which the advertising customer is obligated to comply with, available at <https://www.stroeer.de/planen-buchen/spezifikationen/>

#### 2. Advertising contract and scope of application of the GTC

- 2.1 The content of the advertising contract between Ströer Digital Media GmbH and the advertising customer for the placement of advertising media on the websites or advertising media marketed by Ströer Digital Media results from the booking confirmation of Ströer Digital Media and these GTC.
- 2.2 These GTC also apply if an advertising contract within the meaning of the preceding

sentence is concluded between the advertising customer and a Ströer company, and these GTC are included in the advertising contract.

- 2.3** In the absence of a booking confirmation from Ströer Digital Media, the offer letter accepted by the advertising customer shall take its place. If an offer period is specified in the offer letter, Ströer Digital Media shall only be bound by the offer for the duration of such offer period.
- 2.4** An advertising contract is generally concluded directly between Ströer Digital Media and the advertising customer as the original service recipient. If the advertising customer is an advertising agency, a DSP or another advertising intermediary, the advertising customer is obligated – upon request by Ströer Digital Media – to submit proof of the commissioning of this advertising customer by a named advertising customer (incl. postal address). If the order is placed by an advertising intermediary on behalf of the customer or the DSP, the customer or the DSP assures that it has a corresponding power of attorney and that it will present this power of attorney to Ströer Digital Media upon request. Insofar as an advertising contract is concluded in the name (and on behalf) of an advertising agent, all provisions of these GTC shall apply accordingly, unless otherwise agreed or regulated herein.
- 2.5** Ströer Digital Media is entitled to make the placement or delivery of advertising media dependent on an advance payment and, if applicable, the settlement of outstanding invoices.
- 2.6** If the booking is made by way of programmatic purchasing, Ströer Digital Media and the advertising customer additionally agree on the validity of the General Terms and Conditions of Ströer SSP GmbH, available at <https://www.stroeer.de/agb/>. Should this result in differences in individual points, the present GTC of Ströer Digital Media shall be binding in these points.
- 2.7** General Terms and Conditions of the advertising customer shall not apply to the contractual relationship between the parties. This also applies if the advertising customer refers to other general terms and conditions or otherwise in a document, and Ströer Digital Media does not object to the inclusion.

### **3. Performance obligations of Ströer Digital Media**

- 3.1** Unless expressly stipulated otherwise in the booking confirmation, the advertising customer has no claim to a specific placement of the advertising media on certain – depending on the type of advertising – marketed websites, advertising media or within a certain editorial environment. Ströer Digital Media will decide on this at its own discretion, taking into account the interests of the advertising customer.
- 3.2** Ströer Digital Media does not owe any particular success to a campaign. Ströer Digital Media does not guarantee – depending on the type of advertising – in particular: a certain number of unique users, visits (visits to a domain), page impressions (visual contacts per website), adimpressions (visual contact per advertising media on the website), impressions ([advertising media] contact according to the studies per

advertising media), ad views (number of access attempts to the website), adClicks (clicks on the placed advertising media) and furthermore no specific viewability or view-through rate, and also no specific AdClick rate (ratio of AdViews and AdClicks). Information provided by Ströer Digital Media in this regard (e.g. in the booking confirmation) serves – unless expressly designated as “guaranteed campaign success” – solely to provide information on the possible results of an advertising delivery or, in the case of a corresponding express reference, to calculate the remuneration in accordance with the applicable provisions of these GTC.

**3.3** Ströer Digital Media is entitled to use third parties for the performance of the contract (e.g. for the provision of AdServer services), and undertakes to select such third parties carefully.

**3.4** Ströer Digital Media is not subject to any exclusion of competition or prohibition of competition; in particular, Ströer Digital Media is not restricted from providing services to competitors of the advertising customer, or from placing advertising media of competitors on the same advertising media or in the same editorial environment.

**3.5** Ströer Digital Media shall only assume further obligations, in particular, performance obligations, if this has been expressly agreed. In particular, the parties agree that Ströer Digital Media does not assume any warranty that the placed advertising media meet the legal requirements of the country in which they can be accessed, or in which the advertising customer has its registered office.

#### **4. Obligations of the advertising customer; consequences of violations of requirements for advertising media**

**4.1** The advertising customer shall be responsible for compliance with the obligations regulated in these GTC, in particular, compliance with the requirements for advertising media pursuant to clause 7.

**4.2** Delays in the playout of the advertising media (in particular, late deliveries of advertising media) or the start of the campaign for which the advertising customer is responsible, shall be borne by the advertising customer. The advertising customer may not take any technical measures or make any settings that restrict the playout of the advertising media by Ströer Digital Media or otherwise influence the content or quantity (e.g. use of software or artificial intelligence to prevent playout in a certain editorial environment or on certain websites), and any violations of this prohibition shall be at the expense of the advertising customer. In the event of violations of the provisions of this clause, Ströer Digital Media is entitled, at its discretion, to invoice the agreed remuneration in full (in particular, to assume prevented playout counts as having actually taken place) or, in the case of daily fixed placements, to settle according to the agreed target. In addition, in the event of poor, late or insufficient deliveries due to violations of this clause, the advertising customer shall have no claim to subsequent playout, even if Ströer Digital Media – taking into account the interests of the advertising customer – will endeavour to achieve alternative or subsequent playout within the framework of the available operational possibilities.

**4.3** If a delivery, which does not comply with the requirements of this clause in terms of

time or content, causes a delay, obstruction or hindrance to the playout of the advertising media at Ströer Digital Media, Ströer Digital Media's obligation to deliver the advertising media shall not commence until five working days after proper delivery and elimination of all reasons for delay, obstruction or hindrance. In this case, Ströer Digital Media has the right, but not the obligation, to maintain the delivery beyond the original end date up to a maximum of the originally agreed duration of the delivery.

- 4.4** If the parties agree that the advertising customer may make use of the services of third parties (e.g. for the provision of AdServer services) for the performance of its obligations to cooperate (in particular, for the integration of and linking with technical components such as AdServers), the advertising customer shall remain fully responsible vis-a-vis Ströer Digital Media for compliance with its obligations under these General Terms and Conditions.

## **5. Term, cancellation and termination**

- 5.1** The term of the advertising contract and the start of delivery are determined in the booking confirmation. Ordinary termination is excluded. In all other respects, the termination and cancellation conditions of these GTC are conclusive.

- 5.2** Cancellation is only possible if this has been expressly agreed, and the cancellation is communicated in writing and in due time to the contact designated by Ströer Digital Media. Insofar as a right of cancellation has been agreed, the following cancellation conditions shall apply unless otherwise agreed in writing.

- 5.3** In the event of a cancellation up to fifteen working days before the agreed start of delivery, the advertising customer shall not incur any costs, unless otherwise agreed. In the case of cancellations up to seven working days before the agreed start of delivery, the advertising customer will be charged thirty per cent of the net order value, as well as the items specified in section B clause 6. In the event of any later cancellation, the full net order value shall be charged to the advertising customer.

- 5.4** For the purposes of these GTC, working days are only Monday, Tuesday, Wednesday, Thursday and Friday. Public holidays are the public holidays of the federal state in which the respective Ströer company has its registered office with which the advertising customer concludes the advertising contract.

- 5.5** The right to extraordinary termination for good cause remains unaffected. Any termination must be in writing.

## **6. Remuneration and terms of payment**

- 6.1** The remuneration, its calculation and the terms of payment are determined with priority of the former over the latter from: 1. the booking confirmation, 2. the price list referenced by Ströer Digital Media, 3. the advertising media specifications.

- 6.2** All prices quoted by Ströer Digital Media are exclusive of the applicable statutory value added tax.

- 6.3** For websites and other digital services, the unit of remuneration is generally calculated on the basis of ad impressions, unless remuneration on the basis of ad clicks or other remuneration has been expressly agreed between the parties, and for audience-based public video | “Digital out of Home”, in principle, on the basis of impressions, unless a different assessment basis for the remuneration has been expressly agreed. Payment for programmatic buying is generally made on a CPM basis.
- 6.4** The basis for the calculation of the remuneration according to the respective remuneration model is exclusively the accounting data generated by the delivery systems of Ströer Digital Media (usually the campaign reports). If, due to the nature of the remuneration model, the data serving as the basis for the settlement can only be provided by the advertising customer (e.g. in the case of CPO billing), billing will be based on this data to be provided by the advertising customer in accordance with the contract, whereby the following shall apply: (i) the advertising customer will provide all required data in the format specified by Ströer Digital Media to Ströer Digital Media without undue delay after the end of the applicable billing period; (ii) if the advertising customer does not duly provide the data to Ströer Digital Media within sixty days, Ströer Digital Media is entitled to base its calculation on the monthly average of the remuneration from the last three billing months for booked and billed campaigns with this advertising customer, and to bill accordingly; (iii) Ströer Digital Media is entitled, with due regard to the proper course of business and the business hours of the advertising customer, after prior notice of at least ten working days, to check the invoice and underlying invoice documents together with the required documents, files and information for correctness within the scope of an invoice audit; the costs for an invoice audit shall be borne by the advertising customer unless the result of the invoice audit is a difference of less than ten per cent at the expense of Ströer Digital Media.
- 6.5** In the event of written justified doubts as to the correctness of the remuneration calculation by Ströer Digital Media, the advertising customer may request its verification with the involvement of the support team of the respective AdServer service provider of Ströer Digital Media. The costs of this verification will be borne by the advertising customer if the doubts are not confirmed.
- 6.6** Billing periods are determined in accordance with the provisions of this clause: Ströer Digital Media will bill the generated remuneration units per calendar month in the following month, in the case of a campaign duration of less than one month after the end of the campaign. Invoices are due immediately without deductions. Deviations from this rule are valid only if they are noted on the invoice. If the advertising customer is late in making a payment, Ströer Digital Media is entitled to demand late payment interest in the amount of 9% above the respective base interest rate. Both parties are entitled to prove a higher or lower damage caused by delay.
- 6.7** Objections and defences must be raised in writing within one month of receipt of the invoice; late objections and defences are excluded.
- 6.8** Any repayment claims of the advertising customer are regularly remunerated during an ongoing business relationship in the form of a credit note for future orders.

## **7. Requirements for advertising media**

- 7.1** The technical specifications of the advertising media result from the booking confirmation or, subordinately, from the advertising media specifications.
- 7.2** Irrespective of the type of advertising, the advertising customer is obliged to comply with the specifications of the booking confirmation or, subordinately, advertising media specifications, in order to enable Ströer Digital Media to provide the service; in particular, the customer must comply with the format specifications, cooperation obligations and deadlines stated therein and provide the necessary information in good time, in full and in the required quality or at least in the necessary quality.
- 7.3** Although Ströer Digital Media will endeavour, with due regard to the interests of the advertising customer, to compensate for any deviations from the requirements for advertising media while maintaining the same level of performance, in case of doubt, any deviations will be at the expense of the advertising customer with an unchanged claim to remuneration on the part of Ströer Digital Media; in particular, advertising media of the advertising customer which deviate from the advertising media specifications will, in case of doubt, be deemed to have been played and will be counted in accordance with the respective agreed calculation method and will be used as the basis for calculating the agreed remuneration.
- 7.4** Ströer Digital Media is not obliged to review whether the advertising media meet the requirements under these GTC.
- 7.5** The advertising customer guarantees that the purposes, content and/or presentation of its advertising media do not violate applicable laws and/or official orders, in particular, the Unfair Competition Act (UWG), the State Media Treaty, the laws for the protection of minors, the Ordinance on Consumer Information on Fuel Consumption and CO2 Emissions of New Passenger Cars, the General Data Protection Regulation (GDPR), the German Telecommunications-Telemedia Data Protection Act (TTDSG), criminal law – including professional codes of conduct (in particular, of lawyers, doctors and pharmacists), the Price Indication Ordinance (Preisangabenverordnung), as well as laws on medicinal products, remedies and similarly regulated product groups. In addition, the advertising customer guarantees that advertising media do not infringe the rights of third parties in any way, in particular, that, in this respect, there is no infringement of copyright, trademark, criminal or competition law, in particular, no infringement of the prohibition of unfair and misleading advertising (Chapter 1 Unfair Competition Act [UWG]). Furthermore, the advertising customer is responsible for ensuring that advertising media does not contain sexual content. Advertising media may only contain service telephone numbers (value-added services), the dialling of which results in increased telephone charges for the caller (in particular, the dial-in numbers 0190 and 0900), if this has been expressly agreed with Ströer Digital Media. The above assurances are also assumed by the advertising customer for advertising media which it transmits by way of third-party code.
- 7.6** If the advertising customer or its representative, vicarious agent or employee becomes aware of possible violations of the requirements for advertising media – which may also

occur only after the conclusion of the contract or playout – the advertising customer must report this to Ströer Digital Media immediately after becoming aware of it, and do everything necessary to eliminate or mitigate the violation and its consequences. Ströer Digital Media's further rights in the event of a breach remain unaffected.

**7.7** Ströer Digital Media is entitled to refuse or interrupt the placement or delivery of advertising media at any time if (i) there are indications that these advertising media, to which the respective advertising media refer, violate the specifications from this clause 7 in conjunction with the advertising media specifications or (ii) if the placement or delivery of the specific advertising media violates the specifications of the marketing partners (e.g. operator or industry-related block lists/blacklists) or (iii) the placement or delivery does not correspond to the interests of the marketing partners or Ströer Digital Media. This shall also apply if the advertising media in question have already been placed. Ströer Digital Media will notify the advertising customer without delay of the non-implementation of the advertising media, stating the reasons. In the event of interruption or rejection of the placement or playout of these advertising media, Ströer Digital Media's claim to remuneration shall be reduced by the expenses saved as a result; otherwise, the remuneration agreements between the parties shall remain unaffected.

**7.8** Ströer Digital Media is, in particular, entitled to refuse advertising media in whole or in part, or to refuse the implementation of a campaign if the implementation of the campaign is unreasonable for Ströer Digital Media due to the content, origin or technical form, or the individual case-related context of the advertising media or parts thereof (e.g. political, ideological or religiously extreme, discriminatory, immoral advertising). Ströer Digital Media is entitled to refuse its engagement, in particular, if advertising media or parts thereof (or the campaign in its entirety) or in parts could violate legal or official requirements.

## **8. Rights to the advertising media**

**8.1** The advertising customer assures that it holds all rights necessary for the placement of the advertising media. The indemnity pursuant to clause 9 shall apply accordingly to the culpable infringement of third party property rights.

**8.2** By transmitting the advertising media and all associated information, the advertising customer grants all Ströer companies the following non-exclusive, transferable rights (including the right to grant sub-licences), which are not restricted in temporal or spatial terms, limited to the purposes of the agreed advertising services:

- i. An archiving and database right, i.e. the right to archive the contents in any form and, in particular, also to digitise them, to place them in databases and to store them on any known storage media and on any data carriers, and to combine them with other works or parts of works.
- ii. A right of reproduction and distribution, i.e. the right to store the contents as desired, to reproduce them and to make them accessible or distribute them in electronic or other media (e.g. internet, newspapers, magazines) in whole or in part.

- iii. A right to edit, i.e. the right to edit the content as desired, in particular, to change, shorten, add to and combine it with other content.
- iv. Ströer Digital Media is, in particular, also permitted to have the aforementioned actions carried out by third parties.

## **9. Release**

The advertising customer shall indemnify and hold Ströer Digital Media, Ströer companies or their employees, staff, representatives, shareholders and vicarious agents harmless on first demand in respect of claims or demands of any kind whatsoever which are made by third parties on the basis of or in connection with the content or format of the advertising media or the campaigns or in each case parts thereof, or the way in which they are played out or on the basis of violations of these GTC (in particular, the advertising media specifications and requirements for advertising media) or on the basis of third party rights by the advertising customer or its vicarious agents. In each case, this also includes reasonable lawyer's fees and court costs.

## **10. Liability**

### **10.1** Ströer Digital Media is liable in accordance with the statutory provisions in the following cases:

- (1) for damages, the reimbursement of expenses and compensation for lost value arising from intentional or grossly negligent conduct on the part of Ströer Digital Media, its legal representative or its vicarious agents,
- (2) for damages, the reimbursement of expenses and compensation for loss of value resulting from injury to life, limb or health caused by negligent conduct on the part of Ströer Digital Media, a legal representative or a vicarious agent,
- (3) to the extent of a warranty expressly assumed by Ströer Digital Media or a legal representative for Ströer Digital Media,
- (4) in the event of liability under the German Product Liability Act.

### **10.2** Furthermore, Ströer Digital Media is liable for damages, the reimbursement of expenses and compensation for lost value due to the breach of a cardinal obligation, i.e. an obligation which is essential for the performance of the contract and on the observance of which the advertising customer may legitimately rely, by Ströer Digital Media, its legal representatives or vicarious agents, limited to the typically foreseeable damage.

### **10.3** The advertising customer shall back up its data regularly and frequently in accordance with its importance. The liability for data loss caused by Ströer Digital Media due to minor negligence is limited to the typical restoration effort that would be required if such data backups were available. In all other respects, the limitation of liability from the preceding paragraphs of this clause shall apply.



- 10.4** Ströer Digital Media shall have no further liability.
- 10.5** Irrespective of the legal grounds, the limitation period for all claims for damages against Ströer Digital Media is one year from the statutory commencement of the limitation period. This does not apply insofar as these claims have arisen due to damage from injury to life, body or health or due to damage caused by Ströer Digital Media with intent or gross negligence.
- 10.6** Insofar as the liability of Ströer Digital Media is excluded or limited, this shall also apply to the personal liability of its employees, representatives and vicarious agents.

## **11. Reference and advertising law**

By providing the advertising media to Ströer Digital Media, the advertising customer grants Ströer Digital Media the right to use this content and the name and logo of the advertising customer for advertising purposes (right of reference, advertising and customer presentations, exhibitions, etc.), in particular, to store, reproduce, keep available, transmit, link and publish the content; in particular, Ströer Digital Media is entitled to use the advertising media provided – including the associated key figures for advertising purposes.

## **12. Data protection**

- 12.1** Should an advertising customer process personal data within the meaning of Art. 4 No. 1 GDPR in connection with the performance of the contract, the advertising customer thereby assures compliance with the respective applicable laws (in particular, the General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG), the German Telecommunications-Telemedia Data Protection Act (TTDSG).
- 12.2** Ströer Digital Media is under no obligation to review the advertising media in terms of data protection law before placing and publishing the advertising media.
- 12.3** The advertising customer shall indemnify and hold harmless Ströer Digital Media, Ströer companies or their employees, staff, representatives, shareholders and vicarious agents upon first request with regard to claims or demands of any kind whatsoever, which are raised by third parties due to or in connection with a data protection breach within the scope of responsibility of the advertising customer or its vicarious agents. In each case, this also includes reasonable lawyer's fees and court costs.
- 12.4** In the context of the placement of usage-based online advertising, the advertising customer is obligated to comply with more advanced standards such as IAB Europe TCF 2.0 (or newer).
- 12.5** Upon (or at the latest immediately after) conclusion of the contract, the advertising customer shall notify Ströer Digital Media in writing (e-mail suffices) of all "vendors" it wishes to use.
- 12.6** In the case of vendors on the whitelist only, the use of the respective vendor is possible without the separate consent of Ströer Digital Media and the parties shall work together

in partnership to ensure the legally compliant integration of the respective vendor in the advertising media. An up-to-date overview of the vendors registered according to TCF v2.0 can be found at <https://iabeurope.eu/vendor-list/>.

- 12.7** If the advertising customer intends to use vendors which are not included in the whitelist at the time of notification, the use of such vendors requires the prior express consent of Ströer Digital Media. If the relevant vendor is to be used in accordance with the agreement of the parties, the parties shall cooperate to obtain any information required under data protection law (in particular, on the storage period of personal data and categories of personal data processed) from the vendor, whereby the party named as the addressee shall remain responsible for responding to data subject and authority requests.
- 12.8** After commencement of the execution of the advertising contract, the advertising customer is obliged to check any vendors used at its own discretion, and to compare them with the whitelist of Ströer Digital Media.
- 12.9** If, in the course of such a comparison, the advertising customer discovers that a vendor to be used is not or is no longer included in the whitelist, or if the advertising customer intends to use a new vendor after the start of an advertising order, the advertising customer is obliged to inform Ströer Digital Media of this immediately and to coordinate this procedure. If the advertising customer integrates a vendor requiring consent without observing the consent procedure set out in this section, the advertising customer is obliged to remove this vendor immediately at the request of Ströer Digital Media.
- 12.10** The exemption provision pursuant to clause 12.3 shall apply mutatis mutandis to cases in which the advertising customer uses a vendor without the consent required under the above provisions.
- 12.11** In the course of the execution of the advertising contract, joint responsibility within the meaning of Art. 4 No. 7, 26 GDPR is established between Ströer Digital Media and the advertising customer for certain data processing operations. Upon conclusion of the contract including these GTC, the advertising customer accedes to the Joint Controllership Agreement within the meaning of Article 26 (1) Sentence 2 of the General Data Protection Regulation (GDPR), which can be found at [https://www.stroeer.de/media/02\\_downloads/footermenu/agb\\_digitale\\_werbung/jca\\_doc\\_online\\_markter\\_en\\_final.pdf](https://www.stroeer.de/media/02_downloads/footermenu/agb_digitale_werbung/jca_doc_online_markter_en_final.pdf), in accordance with Annex 3 “Declaration of Accession”, and the provisions of the Joint Controllership Agreement shall become a binding part of the contract with priority under data protection law with regard to the data processing operations that falls within the scope of joint responsibility. Personal data transmitted by the advertising customer to Ströer Digital Media without this having been agreed shall be the sole responsibility of the advertising customer, and this shall not become the subject of joint responsibility by the mere transmission.

## **13. Confidentiality and secrecy**

- 13.1** Unless otherwise agreed, the parties undertake to treat all information and data

received from the respective other party in connection with the performance of the advertising contract as confidential and as business secrets within the meaning of the German Business Secrets Protection Act (GeschGehG), and not to make it available to third parties without the express written consent of the respective other party. Business secrets within the meaning of this confidentiality obligation include, in particular, the contract itself, as well as its conclusion as well as prices, price lists, conditions and contractual relationships which become known to the respective other party in the course of the performance of the advertising contract.

**13.2** Third parties within the meaning of the above confidentiality obligation are all companies with the exception of Ströer companies.

## **14. Final provisions**

**14.1** Amendments and supplements to these GTC and the contract based on them must be made in writing. The same shall apply to the waiver of this written form requirement.

**14.2** The place of performance and fulfilment in the legal sense is Hamburg. Any other place where the advertising media are retrievable shall be disregarded for contractual, liability and statutory claims tied to the place of performance.

**14.3** Any transfer of rights and obligations under the contract or the contract itself to third parties requires the consent of the other party. However, Ströer Digital Media is entitled to transfer rights and obligations under the contract, as well as the contract itself, to a Ströer company without the consent of the advertising customer.

**14.4** The contract shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980, as amended from time to time.

**14.5** Exclusive venue for all disputes arising from and in connection with the advertising contract is Hamburg.

**14.6** Should one or more provisions of this contract be or become invalid or void, the validity of the remaining provisions remains unaffected. The invalid or void provisions shall be replaced by those valid provisions which the parties would have agreed upon at the time of the conclusion of the contract had they known of the defect, in order to achieve the same economic outcome.

## **B. Special conditions for websites and other digital services**

### **1. Special definitions**

- **Marketing partners:** Operators of the websites distributed by Ströer Digital Media
- **Websites and other digital services:** in connection with advertising contracts on the basis of these GTC, refers collectively to websites, as well as digital services such as CTV, apps, PPV, etc. corresponding application

### **2. Additional requirements for advertising media for websites**

- 2.1 Advertising media may consist of a picture or text, sound sequences and moving images or a so-called “sensitive” area which, when clicked on by means of an internet address specified by the advertising customer, establishes the connection to further information and data of the advertising customer, and which may take the form of banners, links, etc.
- 2.2 In addition to the obligations of the advertising customer set out in clause 4, the advertising customer shall also be responsible for ensuring that no such infringement exists or occurs with regard to the target pages to which the respective advertising media refers.
- 2.3 Ströer Digital Media’s rights under clause 4 in the event of a breach of the requirements for advertising media shall also apply in the event of a breach on target pages to which the respective advertising media refers.
- 2.4 In the case of booking via Programmatic Guaranteed, in deviation from clause 2.3 of the General Section, the sending of the systemic I.D. shall be deemed to be a booking confirmation in accordance with the campaign data stored in the system.

### **3. Special conditions for performance obligations of Ströer Digital Media**

- 3.1 Ströer Digital Media will place the number and type of advertising media specified in the booking confirmation for the campaign on the websites marketed by Ströer Digital Media listed therein or within the named website channels (thematic website group) or networks (e.g. Ströer Digital Media) on behalf of the advertising customer, and ensure the delivery of the advertising media within the agreed period and scope.
- 3.2 The provisions of these GTC on “websites” and the corresponding services of Ströer Digital Media shall apply accordingly to other digital services such as CTV, apps, PPV, etc., unless otherwise agreed.
- 3.3 Unless otherwise agreed, Ströer Digital Media guarantees that the advertising media are available at an annual average rate of 95.2%, i.e. that they are requested by the respective marketed websites in accordance with the respective and latest technological standards for the purpose of delivery to the advertising customer. The necessary and reasonable times for maintenance work and offline backups are not included in the calculation of availability.
- 3.4 For the provision, placement and delivery of the advertising media, the advertising customer, Ströer Digital Media and the marketing partners each use AdServers. The technical specifications of the AdServer will be made available to the advertising customer on request.
- 3.5 In cases of force majeure, Ströer Digital Media is released from its obligation to perform. Force majeure includes all unforeseen events, as well as events that cannot be averted by Ströer Digital Media. This includes, in particular, official measures, disruption and failure of communication networks and gateways of third parties including the operators of the websites marketed by Ströer Digital Media, disruptions in the area of line

providers, faulty intermediate storage on so-called proxy servers of third parties, or the use of software or hardware on the websites of the advertising customer or third parties which is not suitable for the display of the advertising media, other technical disruptions, even if these circumstances occur in the area of subcontractors, sub-suppliers or their subcontractors or with operators of sub-node computers authorised by the provider, emergency measures (e.g. in the context of combating viruses), as well as lawful industrial action, including in third party companies.

## **4. Special obligations of the advertising customer**

**4.1** Insofar as the requirements for the respective advertising media do not contain a deadline, the transmission must be made at least five working days before the agreed date for the placement. The time of receipt on the systems of Ströer Digital Media is decisive for the time of transmission.

**4.2** The advertising customer shall ensure sufficient technical availability of the target pages and data named by it to which the advertising media refer.

**4.3** The advertising customer is obligated to inspect the placed advertising media on the marketed websites specified in the booking confirmation after the first placement, and to notify Ströer Digital Media in writing (e-mail is sufficient) of any errors without delay, at the latest within five working days after the first placement, giving a comprehensible description. After expiry of this period, this performance shall be deemed to have been accepted by the advertising customer in accordance with the contract.

**4.4** Insofar as the inclusion of AdServers of the advertising customer or third parties commissioned by the advertising customer is agreed, the advertising customer shall ensure that these AdServers are fully compatible with the AdServer used by Ströer Digital Media and meet the requirements set by Ströer Digital Media, in particular, the technical requirements in accordance with the "Ströer Tracking Guidelines" of the advertising media specifications. Unless otherwise agreed, AdServers and all programming codes, scripts and other technical components or results delivered via them must be TCF 2.0-compliant.

## **5. Special terms of remuneration and payment**

Unless otherwise expressly agreed, a unit of remuneration shall be deemed to have been generated in each case when the relevant website is accessed. By way of clarification, the parties agree that a generation does not occur only when the delivery of the relevant advertising media on the website is completed. In particular, deliveries prevented, blocked, reduced or otherwise restricted by the advertising customer without express agreement with Ströer Digital Media, or the prevention of the playout of advertising media on the respective websites caused by the advertising customer, shall not affect the counting as a generated remuneration unit pursuant to sentence 1 of this paragraph.

## **6. Special conditions for cancellation**

In addition to clause 5.3 of the General Section, the following cost items are to be paid in full by the advertising customer in any case and irrespective of the time of the

cancellation declaration: technical costs, costs for creative services, sponsoring, daily fixed placements, presenting package and roadblock.

## C. Special terms and conditions for advertising contracts via audience-based public video | Digital out of Home

### 1. Special definitions

- **Audience-based public video:** Ströer Group's "Public Video" products, which are the subject of these Special Terms and Conditions and which are made by way of contact-based purchasing, where the "Playout" is AdServer-based on digital "Advertising Media" as defined below
- **Building blocks:** sketches, documents, logos, images, texts or other materials used in the production of a creative output
- **Dynamic advertising media:** Advertising media whose content is only finally assembled during the campaign flight
- **Impression:** is one (advertising media) contact according to the studies per advertising media.
- **Campaign:** For the purposes of these Special Terms and Conditions, means the playout of a campaign of audience-based public video services
- **Creative service:** Service owed by Ströer Digital Media only by express agreement, in which Ströer Digital Media provides the conception and/or creation of an advertising motif in whole or in part according to the specifications of the advertising customer
- **Loop-based public video:** Advertising contracts for public video services booked by way of frequency purchase, which are not subject to these GTC but are governed exclusively by the "General Terms and Conditions for Campaign Advertising" ("GTC Campaign Advertising"), available at <https://www.stroeer.de/agb/>.
- **Media service:** The public video service agreed according to the booking for the agreed advertising period
- **Playout** A "playout" means that an advertisement is played out once on the corresponding inventory, whereby a playout can lead to one or more "impressions"
- **Site owner:** see definition "advertising space"
- **Advertising space and advertising media:** The playout of a campaign takes place on advertising spaces of the advertising media which are located on properties, in/on means of transport or in/on buildings of third parties or in/on consumer markets operated by third parties (together "advertising spaces"), to which Ströer Digital Media has obtained the right of advertising use from the corresponding entitled party (hereinafter "location owner")
- **Advertising motif:** the content of advertising media

### 2. Content of public video services; subject matter of the advertising contract

2.1 Public video services within the meaning of these Special Terms and Conditions of section C are exclusively audience-based public video services.

2.2 Unless otherwise expressly agreed between the parties, the advertising customer purchases contacts on a CPM basis, whereby no guarantee is given by Ströer Digital Media that a specific number of contacts will be achieved.

**2.3** A public video campaign can be booked as a “managed service booking” or as a programmatic booking (Programmatic Guaranteed, Fix Price Deal, Private Auction and Open Auction).

**2.4** Within the scope of these advertising spaces, various digital public video advertising media can currently be booked (“advertising media”), which may be added, dropped or developed further. At the time of the current version of these GTC, these are, for example:

Public Video Infoscreen	Public Video City
Public Video Station	Public Video Giant
Public Video Mall	Public Video Cinema
Public Video Roadside	Public Video Scene
Public Video City Tower	Public Video Retail

**2.5** The object of the advertising contract for public video is fundamentally only the agreed media service. The parties may agree on the provision of additional services, such as obtaining necessary approvals by Ströer Digital Media, campaign set-up, technical campaign solutions (together “technical services” or “technical costs”) and/or the creation of advertising motifs (“creative service”, see clause 8 of this section C).

**2.6** The booked media service may only be used for advertising measures of the advertising customer.

**2.7** Force majeure includes all unforeseen events, as well as events that cannot be averted by Ströer Digital Media. These include, in particular, official measures, construction work by the site owner, vandalism of the advertising space by third parties, failure of the control systems.

### **3. Special conditions for the conclusion of the contract**

**3.1** The advertising contract for public video services shall be concluded by Ströer Digital Media’s written (e-mail suffices) acceptance of the order placed or offer submitted by the advertising customer. Insofar as the implementation of the campaign requires the consent of the site owner and/or official and other approvals, the conclusion of the contract shall be subject to the condition precedent that all consents and approvals have been obtained. If agreed, in the case of the “Programmatic Public Video” booking channel, the sending of the systemic I.D. shall be deemed to be a booking confirmation in accordance with the campaign data stored in the system.

**3.2** In addition to section A clause 3.1, the advertising customer shall also have no claim to a specific placement of the booked advertising media at specific advertising media locations or to a specific placement/distribution of advertising media within a public video location (e.g. railway station), unless expressly agreed otherwise.

### **4. Additional requirements for advertising media; rejection of advertising motifs; rejection or termination of the implementation of a campaign**

**4.1** Ströer Digital Media may reject advertising motifs or refuse (or terminate) the

implementation of a campaign for the reasons provided in section A clause 7.

- 4.2** In order to verify the existence of a reason for rejection, Ströer Digital Media may, at any time, request the advertising customer to provide a draft (also interim or preliminary draft) for an advertising motif or further information on the campaign objective or the campaign strategy.
- 4.3** Ströer Digital Media is entitled to reject advertising motifs or the implementation of a campaign if advertising motifs or the implementation of a campaign are contrary to the legitimate interests of Ströer Digital Media or a Ströer company or a respective affected site owner, or are likely to damage the reputation of Ströer Digital Media or other Ströer companies or a respective affected site owner, or if this rejection is necessary to avert possible damage to Ströer Digital Media, other Ströer companies or the respective affected site owner or the advertising customer.
- 4.4** Ströer Digital Media is, in particular, entitled to reject advertising motifs or the implementation of a campaign if these have no direct reference to the advertising customer or its products, or are not part of a relevant campaign strategy or prevent or impede the achievement of the objectives of a campaign or threaten to undermine the objectives.
- 4.5** Insofar as implementation of the campaign is possible at the reasonable discretion of Ströer Digital Media upon elimination of the reason for rejection, Ströer Digital Media will set the advertising customer a deadline for elimination of the reason for rejection and for correction of the advertising motif or campaign, taking into account the respective product, the requirements of the advertising media specifications and the minimum lead times associated with the product. If the advertising customer does not eliminate the reason for rejection within the deadline, or if the implementation of the campaign is not possible according to the reasonable discretion of Ströer Digital Media – even if the reason for rejection is eliminated – Ströer Digital Media is entitled to terminate the advertising contract without notice for exceptional reasons. In the event of the aforementioned extraordinary termination without notice, Ströer Digital Media's claim to payment of remuneration for services previously rendered shall remain unaffected and, in all other respects, all claims to performance on the part of both parties shall lapse without entitlement to compensation.
- 4.6** If the respective location owner concerned or the competent authorities (or authorities assuming their jurisdiction) make their consent to the campaign dependent on changes to the advertising media or advertising motif or to the campaign in other respects, the advertising customer shall remain bound by the advertising contract unless it cannot be expected to accept the changes due to unreasonable impairment of the advertising effect. The advertising customer must implement any changes in this respect in due time and at its own expense without additional costs for (or claims to) compensation against Ströer Digital Media. Ströer Digital Media's right to payment of remuneration for services already rendered remains unaffected by these change processes.
- 4.7** Without prejudice to the liability provisions pursuant to section A clause 10, Ströer Digital Media is not liable for any damages (in particular, consequential damages, lost profits,



delays) incurred by the advertising customer as a result of the rejection or termination of an implementation of the campaign, or in the event of a case pursuant to clause 4.6 of this section.

## **5. Special remuneration and payment provisions; subsequent charging**

**5.1** The remuneration owed results from the advertising contract in conjunction with the price list for public video services. In the case of an auction-based campaign (Private Auction and Open Auction), the remuneration results from the purchased volume and the individual prices attained in the auction.

**5.2** Technical services shall be provided separately and shall be remunerated separately. Technical costs to be paid for technical services shall also be remunerated in the event of cancellations possible under these GTC, and shall be shown separately in invoices by Ströer Digital Media in each case.

**5.3** In addition to clause 5.3 of the General Section, the following cost items are to be paid in full by the advertising customer in any case and irrespective of the time of the cancellation declaration: Creative services, sponsoring and any special forms of advertising according to the price list as well as special conversions, SOV campaigns and special productions.

**5.4** If discounted conditions (in particular, CPM, discounts under the assumption that certain performance targets [e.g. revenue targets, contact targets, etc.]) have been agreed within the framework of the advertising contract, and if these performance targets are not met, Ströer Digital Media is entitled within the framework of a subsequent charge to invoice the public video services provided on the basis of the prices applicable without these discounted conditions ("subsequent charge").

**5.5** Supplementary to section A clause 2.4 (Involvement of advertising intermediaries), the following shall apply: if the advertising contract partner of Ströer Digital Media acts on behalf of an advertising customer, the advertising contract partner alone shall be liable to the advertising customer; this shall apply, in particular, to – in the relationship of the agreements between the advertising contract partner and the advertising customer – overbookings or incorrect bookings within the scope of the DSP: booked public video services shall be remunerated to Ströer Digital Media to the full extent booked and the advertising contract partner and advertising customer shall be liable to Ströer Digital Media as joint and several debtors in this respect.

## **6. Additional conditions for advertising period, contract duration and termination**

**6.1** The advertising period results from the booking confirmation. In the case of bookings by way of a fixed price deal, the advertising customer is obligated to accept the public video service within the period specified in the booking confirmation; there is no carry-over to a later period of performance entitlements.

**6.2** If the advertising agreed in the advertising contract cannot be played on time in whole or in part within the agreed advertising period because the advertising customer has not provided the necessary cooperation or has not provided it on time, in particular, because

the advertising customer has not eliminated correctable reasons for refusal or because the advertising customer has not supplied the information, materials, advertising media or templates to be provided by it in the required quantity or quality, Ströer Digital Media's claim to the agreed remuneration remains in full force and effect, and Ströer Digital Media must only allow itself to be credited for expenses actually saved. Ströer Digital Media will, at its reasonable discretion, attempt to play out the advertising after the expiry of the advertising period; the advertising customer shall have no claim to this and the advertising customer shall, in this respect, bear all additional costs or losses or damages incurred by it alone.

**6.3** From the start of the delivery of a campaign, ordinary cancellation is excluded; prior thereto, only the cancellation options set out in these GTC apply.

## **7. Additional requirements for dynamic advertising media**

**7.1** The advertising customer is obliged to retain all specifications on dynamic advertising media in accordance with the specifications of Ströer Digital Media, in particular, the advertising media specifications. The implementation of dynamic advertising media always requires the approval of Ströer Digital Media; to this end, the advertising customer must, in particular, provide Ströer Digital Media with all necessary information, documents, etc. without being requested to do so.

**7.2** The advertising customer is aware of the increased risk, which is justified for Ströer Digital Media by the fact that Ströer Digital Media, in contrast to other advertising media, cannot ultimately control the playout of the specific advertising motif or content in the case of dynamic advertising media, which also significantly reduces the possibility for Ströer Digital Media to prevent (or mitigate) the consequences of possible violations of these GTC by the dynamic advertising media. In the case of dynamic advertising media, the advertising customer shall, in addition to the general contractual duties of control and due diligence pursuant to these GTC, be subject to increased duties of control and due diligence to ensure that the dynamic advertising media do not violate the provisions of these GTC, in particular, the requirements pursuant to section A clause 7.

## **8. Creative services**

**8.1** Creative services are generally only owed after explicit agreement and designation of the same. Ströer Digital Media may, at its discretion, provide creative services itself and/or have the service provided in whole (or in part) by third parties, but this shall not alter Ströer Digital Media's contractual responsibility.

**8.2** The advertising customer grants Ströer Digital Media all rights of use required for the provision of the creative service free of charge, in particular, insofar as the advertising customer leaves or makes available the requisite items to Ströer Digital Media. Unless expressly otherwise agreed with the advertising customer, Ströer Digital Media is entitled to use the creative service or individual modules for the purpose of self-advertising (e.g. as a sample of work for customer portfolios, on websites, in presentations or as part of references).

**8.3** The advertising customer is obligated to accept the draft of the commissioned creative service insofar as the creative service to be accepted is essentially in accordance with the contract. The design submitted for approval can be protected by Ströer Digital Media by means of a digital watermark. If, according to the contractual agreement, the advertising customer is still entitled to change and correction rounds at the time of acceptance, it may also state change/correction requests instead of acceptance. If the advertising customer does not declare within five working days after delivery of a draft that is essentially in accordance with the contract whether it accepts it or refuses acceptance, or that it still wishes to make use of its contractually agreed right to make changes/corrections, acceptance shall be deemed to have been granted.

**8.4** Insofar as Ströer Digital Media is entitled to proprietary rights to the creative services produced, Ströer Digital Media grants the advertising customer a simple, non-transferable right of use to the creative service, limited in terms of content, time and space to the performance of the advertising contract. Further rights of use require the express approval of Ströer Digital Media, and are to be remunerated appropriately unless Ströer Digital Media expressly promises that they will be free-of-charge.

## **9. Rights to advertising media; reference and advertising rights**

Clause 8 “Rights to advertising media” and clause 11 “Reference and advertising rights” of the General Section shall apply accordingly to building blocks of advertising motifs which the advertising customer provides to Ströer Digital Media within the scope of public video services. Unless the advertising customer expressly objects, Ströer Digital Media is, in particular, entitled to use any advertising motifs resulting from the advertising contract or used for its execution as sample print or for other own advertising purposes free-of-charge, in particular, to use the motif in a web-based database.

## **10. Data protection**

The following provisions of Section A. 12 under data protection law shall apply exclusively to public video services: Section 12.1 (compliance with the applicable laws), 12.2 (no data protection review of advertising media) and 12.3 (data protection exemption).

## **11. Additional indemnification**

**11.1** The indemnification provisions in favour of Ströer Digital Media pursuant to section A clause 9 shall apply accordingly to advertising media or data processing within the scope of public video, as well as to creative services and modules, insofar as these are based on specifications or materials or information provided by the advertising customer, in particular, from claims arising from name, design, copyright and other property rights.

**11.2** The indemnification provision pursuant to section A clause 9 shall also apply accordingly in favour of Ströer Digital Media to the extent that claims or demands are asserted by third parties against Ströer Digital Media or a Ströer company due to or in connection with the content or format of dynamic advertising media, or the way in which they are played out.