1. Insertion Order
1.1. “Insertion Order” means the contract between the publisher (hereinafter the “Publisher”) and the customer for the publication of print or other advertisements of an advertiser as the customer (hereinafter the “Customer”) in magazines, ePapers or eMagazines for purposes of dissemination.

1.2. “Paper” is an edition of a newspaper or magazine published exclusively in paper 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, with respect to the advertisements contained therein, is marketed together with the print edition.

1.3. “eMagazine” is an edition of a publication published exclusively in electronic form, whose editorial and advertising content is generally independent (even of the content of any print edition of a magazine of the same name) and which, with respect to the advertisements contained therein, is marketed independently ( irrespective of any print edition of the same name).

2. Print and other advertisements
2.1. An advertisement may consist of one or more of the following elements:

· an image or text;
· sound sequences and moving images;
· an image or text;
· sensitive areas which, when clicked, links to other Customer or Publisher’s websites;
· advertising space purchased, millimetres of advertising copy lines expire along with group affiliate status.

2.2. Advertisements which are not recognised as such because of the layout shall be identified by the Publisher as advertising.

2.3. As a rule, the formats listed on the applicable rate card may be used for printing. Special ad formats may be permitted subject to consultation and review by the Publisher.

3. Order
3.1. “Order” means a contract for the publication of multiple advertisements for a discount to be granted to the advertiser pursuant to the rate card; the respective advertisements are inserted upon request by the Customer (ad request). Discounts shall not be granted to companies whose corporate purpose includes placing insertion orders for multiple advertisers in order to claim a group discount. If a given Order permits individual ad requests, the Customer shall place no less than one Order per year from the date of the first advertisement’s publication, provided the first advertisement is requested and published within one year from the date on which the Order was placed.

3.2. If any ad requests under a given Order are not performed due to circumstances for which the Publisher is not at fault, the Customer shall have the right to replace the advertisement in electronic editions if it has sufficient reason to suspend the advertisement for a defined period of time. Special ad formats may be permitted subject to consultation and review by the Publisher.

4. Millimetres of advertising space
4.1. A millimetre of advertising space is measured with the light edge of the advertisement. The suspension of an advertisement shall not be granted to companies whose corporate purpose includes placing insertion orders for multiple advertisers in order to claim a group discount. If a given Order permits individual ad requests, the Customer shall place no less than one Order per year from the date of the first advertisement’s publication, provided the first advertisement is requested and published within one year from the date on which the Order was placed.

5. Right of refusal
5.1. The Publisher reserves the right to reject advertisements as well as all ad requests under an insertion Order, where:

· 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;
· it would be unreasonable for the Publisher to publish it due to the content, design, source or technical form thereof; or
· the advertisements contain advertisements of or for third parties.

5.2. Orders for advertisements in magazines shall be binding on the Publisher only after it has received and approved the proof.

5.3. Advertisements that contain advertising of or for third parties (“Tie-in Advertising”) must in each case be accepted in advance by the Publisher in writing. The Publisher may charge a premium for Tie-in Advertising. The Customer shall be notified promptly if any advertisement is not allowed.

5.4. The Publisher may temporarily suspend the insertion of an advertisement in electronic editions if it has sufficient reason to suspend the advertisement temporarily or permanently. Special ad formats may be permitted subject to consultation and review by the Publisher.

6. Ad materials for magazines
6.1. If a Customer has specific preferences as to the positioning of the advertisement in electronic editions if it has sufficient reason to suspend the advertisement temporarily or permanently. Special ad formats may be permitted subject to consultation and review by the Publisher.

6.2. The Customer shall bear sole responsibility for delivering appropriate or defective advertisements. If the advertisement is not delivered in time, the Customer shall deliver proper – i.e., corresponding in particular to the format and the technical requirements of the Publisher – proofs in due time prior to the insertion start date.

6.3. The Publisher shall bear the Publisher’s costs for any changes to the ad materials requested by the Customer or for which it is responsible. The parties agree that to the extent the ad materials so allow, the print or other advertisements shall be of a quality customary for the print or other advertisement in question which has been checked in accordance with the specifications in the rate card and the order confirmation. The foregoing shall apply only if the Customer has booked a group discount and/or a defect-free replacement advertisement, albeit it only to the extent that the purpose of the advertisement was compromised.

6.4. If the publication of the advertisement fails to reflect the contractually owed quality or service, the Customer shall have the right to reduce the discount price or to reject a defect-free replacement advertisement, albeit it only to the extent that the purpose of the advertisement was compromised.

6.5. The Publisher may refuse to insert a replacement advertisement where:

· under terms of contract and principles of good faith this would involve efforts on the Publisher’s part 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 the Publisher.

If the Publisher fails to meet any reasonable grace period set 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. Warranty claims for latent defects must be asserted within one year from the date on which the Customer’s request to replace the advertisement in electronic editions was granted.

7. Providing advertisements for electronic editions
7.1. The Customer shall submit to the Publisher by e-mail complete defect-free and appropriate advertisements for electronic editions (banners, target URL, ALT text and any advertising schedules) in the final digital form no later than 5 business days prior to the agreed first publication date. For special forms of advertising, the applicable deadline and the technical requirements of the Publisher - ad proofs shall be accepted only if they are identical to the Customer's proof. The Publisher warrants the best possible reproduction of the advertisement commensurate with customary technical standards in each case. The warranty shall not cover minor defects. However, the Customer is always entitled to expect that the quality of the artwork technology is not always possible to reproduce an advertisement that is completely free of defects. The reproduction of the advertisement shall not be deemed defective where the defect is caused by:

· the use of visible display software or hardware (e.g., browsers) of the user or the Internet service provider; or
· the impairment in reproducing the advertisement does not materially impair the subjective appearance of the advertisement;
· by disruptions in the communications networks (e.g., including, for example, but not limited to, network failures or power outages) at the Publisher or other operators; or
· by computer failure due to system or network failure; or
· by incomplete offers and/or offers not updated and stored on pro- xy servers or in the local cache;
· by failure of the Publisher’s ad server, the duration of which may not exceed 24 hours (continuous or in the aggregate) over a 30-day period from the commencement of the contractually agreed insertion.

8. Warranty and liability
8.1. Within the framework of foreseeable requirements, the Publisher warrants the best possible reproduction of the advertisement commensurate with customary technical standards in each case. The warranty shall not cover minor defects. However, the Customer is always entitled to expect that the quality of the artwork technology is not always possible to reproduce an advertisement that is completely free of defects. The reproduction of the advertisement shall not be deemed defective where the defect is caused by:

· by visible display software or hardware (e.g., browsers) of the user or the Internet service provider; or
· the impairment in reproducing the advertisement does not materially impair the subjective appearance of the advertisement;
· by disruptions in the communications networks (e.g., including, for example, but not limited to, network failures or power outages) at the Publisher or other operators; or
· by computer failure due to system or network failure; or
· by incomplete offers and/or offers not updated and stored on pro- xy servers or in the local cache;
· by failure of the Publisher’s ad server, the duration of which may not exceed 24 hours (continuous or in the aggregate) over a 30-day period from the commencement of the contractually agreed insertion.

8.2. The warranty shall not include disruptions arising from compu- ter defects or interruptions on the Customer’s end or in the communi- cation channels between the Customer and the Publisher’s servers.

8.3. If the Publisher’s ad server goes down for a substantial period of time (more than 10% of the booked period) during which the Customer has booked a defect-free replacement advertisement for a fixed period, the Publisher shall endeavour to make good the underdelivery at a later time. If the makegood fails, the Customer shall be excused from its payment obligations for the underdelivery or for an average of the month in which the obligations were not required during that period. Further claims are excluded.

8.4. The Publisher shall not bear the risk of data loss during transfer thereof outside the sphere of its control nor does it assume any warranty and/or liability for data security. Risk shall pass upon receipt of the advertisement on one of the Publisher’s servers.

8.5. The Publisher shall rectify any material server disruptions or defects as soon as possible and shall endeavour to eliminate inma- terial impairments within a reasonable period.

8.6. The Publisher is under no obligation to verify the accuracy, completeness or quality of the advertisements or the text or content and/or whether they are up-to-date, serious and/or error free and assumes no express or implied warranty or liability thereof.

8.7. The Publisher shall be liable for compensatory damages only:

· in cases of wilful or grossly negligent conduct or the lack of a war- ranted quality; in all other cases involving the breach of a material contractual obligation, default or impossibility of performance, the Publisher shall be liable for compensatory damages only:
injury to life, limb or health or under the German Product Liability Act (Produkthaftungsgesetz).

8.9. The Customer may not base any of its damages claims on defects unless the Publisher 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, the Publisher shall not be liable for any damage if caused by

- The execution, display quality, for memory failure, interrupts or any delay, deletion or failed transmission during communication.

8.11. Section 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, any and all claims for damages for failure to deliver or for delayed delivery shall be limited to a price reduction if the guaranteed circulation fails to be reached to at least 10% for a guaranteed circulation of up to 100,000 copies; at least 15% for a guaranteed circulation of up to 50,000 copies; at least 20% for a guaranteed circulation of up to 25,000 copies and 5% for a guaranteed circulation of over 500,000 copies. The foregoing shall apply to a price reduction if and to the extent it exceeds 10% for a guaranteed circulation of up to 2,500,000 copies. The foregoing shall not apply to any decline in circulation for reasons specified in sec-

9. Payment period

9.1. 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.

9.2. 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, the Publisher may at its discretion and in operations of force majeure, unlawful labour disputes, unlawful confiscation, traffic disturbances, general shortages of raw materials or energy and the like, but it within the Publisher’s organisation or that of a third-party which the Publisher engages in the performance of its obligations, the Publisher has a claim to full payment of the published advertise-

9.3. Specimen copy of advertisements in magazines

If a specimen copy of an advertisement is not available, the Publisher shall issue a legally binding receipt to document the publication and dissemination of the advertisement.

10. Decline in circulation

Subject to the provisions under section 16b and as stipulated in sentence 2, in the case of an Insertion Order for multiple advertise-

11. Specimen copy of advertisements in magazines

If a specimen copy of an advertisement is not available, the Publisher shall issue a legally binding receipt to document the publication and dissemination of the advertisement.

12. Rate changes

Changes in rates for Insertion Orders already placed shall be valid with these companies provided the Publisher 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 notification of the rate increase.

13. Grant of rights and representations and warranties

13.1. The Customer warrants that it will not discriminate in its efforts to advertise the advertised products or services to the Customer for the purpose of fulfilling the purposes of these Standard Terms and Conditions; it shall observe data secrecy and bind its employees to a corresponding duty of confidentiality to the extent required by law.

13.2. 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 the Publisher 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 analysis.

13.3. In an effort to structure the offer even more effectively, the Cu-

13.4. Pursuant to the TMG and the BDG as well as other data pri-

18. Data privacy

18.1. The Customer is hereby advised pursuant to the German Telemedia Act (Telemiedienegesetz, “TMG”), the German Federal Data Protection and Electronic Literature Act (Bundesdatenschutzgesetz, “BDSG”) as well as other data privacy provisions, that the data published by it in the context using the Publisher’s services and in particular provided for processing and conforming to the order will be stored in machine-readable format, processed and used solely for those purposes for which the Customer provided said data - unless the Customer has authorised another form of use - and for purposes of invoicing and payment.

18.2. The Publisher may collect, process, store and use the personal data of the Customer or the potential customer in the context of the services of the Publisher for processing 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 Publisher’s services as well as to contact the Customer. The Publisher may furthermore access these for purposes of maintaining its operational capability. The Publisher shall ensure that such data is disposed of, if no longer required.

18.3. The Customer may, at any time following written request, inspect at no charge its personal data stored at the Publisher.

(The Standard Terms and Conditions are recommended but are not binding to the extent the parties elect to agree otherwise.) March 2012