

General terms and conditions of Heise Business Services

of

Heise Medien GmbH & Co. KG

Karl-Wiechert-Allee 10

30625 Hanover, Germany

Clause 1: Scope of application of GT&C

These general terms and conditions (“referred to hereinafter as “the GT&C”) shall apply exclusively to all agreements concluded with Heise Medien GmbH & Co. KG (referred to hereinafter as “Heise“) concerning the range of services supplied by Heise Business Services, as listed at <https://business-services.Heise.de>. If the placement of online advertising is ordered in addition to the range of Heise Business Services, this online advertising shall furthermore be the subject to the general terms and conditions posted at <http://www.heise.de/mediadaten/pdfs/ho/agb.pdf>.

Failure on the part of Heise to reject other GT&C shall not in any way imply their acceptance by Heise. Heise concludes agreements with the customer, subject to all and any further express written accords that might apply, on the sole basis of Heise’s own GT&C.

Heise shall be entitled to amend these GT&C at any time. Heise shall inform its customers in a timely manner (i.e. with at least one month’s advance notice) of such amendments. This will normally be done by adding an appropriate note to order confirmations. The current version of the GT&C can be accessed at http://www.heise.de/mediadaten/pdfs/ho/agb_hbs.pdf.

Clause 2: Object of the agreement

The various advertising solutions for industrial information purposes offered by Heise Business Services constitute the object of the agreement, which may consist of one or more of the following products: Partnerzone, Webcast, Live Chat, Whitepaper, eLearning and Microweb. Leads, views or hosting may also form part of Heise’s services, depending on the object of the agreement.

Heise shall be entitled to engage third parties to deliver partial services relating to advertising solutions.

Clause 3: Conclusion of the agreement

The agreement concluded between Heise and the customer shall come into force with the corresponding confirmation issued by Heise in writing or by e-mail. Confirmations issued verbally or by telephone shall likewise be subject to the GT&C.

Billing shall be based on the value criteria established for the advertising service concerned, such as views for a Partnerzone, leads for Whitepaper and Webcasts, or downloads in the case of Whitepaper Hosting. If the generation of leads is not based on the quotation, Heise shall guarantee a certain number of visits, which will be used as the basis for billing.

Final consumers, as defined in article 13 of the German Civil Code (BGB), are excluded from entering into agreements in this respect.

Clause 4: Rescheduling, cancellation

If there are no contractual arrangements regarding the conditions of cancellation of the two parties to the agreement, services provided under the terms of these GT&C shall be subject to the cancellation conditions set out below. Cancellations must be issued in writing to be effective.

1. In the event of cancellation of a webcast:

- No cancellation fees shall be applicable up to six weeks before the studio deadline. The customer will however be billed for any costs incurred up to that date (including, for example, agency costs for advertising materials already ordered, cancellation fees for any travel that might have been booked or costs arising from analyst/moderator bookings).
- Up to four weeks before the studio deadline, the customer shall be liable for cancellation costs corresponding to 50% of the price established in the agreement.
- As of four weeks before the studio deadline, the customer shall be liable for cancellation costs corresponding to the full price payable under the terms of the agreement.

If the customer's speaker/expert should fall ill, and no urgent replacement can be found in time, a one-off rescheduling of the webcast is possible. Rescheduling shall be subject to mutual agreement.

2. In the event of cancellation of a Partnerzone, Microweb or eLearning:

- Cancellation as of the moment of booking shall not be subject to any cancellation fees.
- Up to two weeks before the starting date, the customer shall be liable for 50% of the price established in the agreement.
- As of two weeks before the starting date, the customer shall be liable for cancellation costs corresponding to the total price payable under the terms of the agreement.
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3. In the event of cancellation of a Live Chat:

- Cancellation as of the moment of booking shall not be subject to any cancellation fees.
- Up to seven days before the planned date for going live, the customer shall be liable for 75% of the price established in the agreement.
- As of seven days before the starting date, the customer shall be liable for cancellation costs corresponding to the total price payable under the terms of the agreement.
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4. In the event of cancellation of a Whitepaper lead-generation campaign

- Cancellation as of the moment of booking shall not be subject to any fees.
- In the event of cancellation up to one day before the starting date of the campaign as indicated in the booking, the customer shall be liable for cancellation costs corresponding to 10% of the total price payable under the terms of the agreement.

The customer shall be entitled, in all the cases detailed above, to demonstrate that Heise has suffered no, or a lesser amount of, loss or damage.

Clause 5: Refund of discounts

If an order cannot be fulfilled for reasons outside Heise's control, the customer shall – without prejudice to any legal obligations – compensate Heise for an amount corresponding to the difference between the quantity established and that actually resulting after application of the corresponding discount.

The customer shall be entitled, unless otherwise agreed, to a discount corresponding to the advertising actually placed within one year, provided the customer entered into an agreement, at the beginning of the period concerned, establishing a discount from the outset with respect to the price list. This discount entitlement shall expire if the customer fails to make a corresponding claim within three months of the expiry of the one-year period concerned.

Clause 6: Provision and processing of information

The customer undertakes to supply the required industry-standard information in full, in a timely manner and in a suitable format, in such a way that Heise can verify the information supplied and amend it as required, before saving it to a content management system.

Clause 7: Right of refusal

Heise reserves the right to refuse advertising if its contents violate legislation or official regulations, if its contents have been rejected by the German Advertising Standards Council (*Deutsche Werberat*) in the course of a complaints procedure and/or if distribution is unacceptable on the part of Heise for reasons of content, origin or technical format. The same shall apply if any URL accessed via a hyperlink in the advertisement concerned constitutes an infringement on one or more of the above-mentioned grounds. The industry-standard information supplied for the purposes of Whitepaper advertising services shall be examined in particular for compatibility regarding actuality, relevance, scope and availability.

The customer shall be notified in writing of any such rejection. The customer shall be entitled in such cases to provide amended industry-standard information for the advertising service selected. Heise may invoice the customer, upon presentation of the corresponding evidence, for all and any additional costs that might arise.

Clause 8: Guarantee of rights

The customer assures and guarantees that it holds all the rights required to exploit the industry-standard information concerned. The customer shall be liable for, and release Heise from, all and any third-party claims which might arise from infringement of legislative provisions in this respect. The customer shall likewise be liable, on behalf of Heise, for all and any costs arising from or in connection with the required legal defence. The customer undertakes to support Heise in good faith with information and documentation for any legal defence with respect to third parties.

The customer shall transfer to Heise all copyright, usage and performance rights, along with all and any other rights that might be required to fulfil the agreement.

Clause 9: Heise's guarantee

Heise guarantees, subject to applicable requirements, that the advertising service shall be carried out in a way that provides the best-possible reproduction of the advertising concerned.

This does not however apply to minor errors or defects. These are considered to apply in particular if the incorrect display of the advertising is caused by the use of unsuitable or incompatible hardware or software, or by defects in the communications networks of other users, or IT-equipment outages of third parties, or due to failure of the corresponding content-management system, provided the duration of such outages does not exceed 24 hours (continuous or accumulative) within fourteen days of the start of the contractually agreed advertising service.

Warranty claims by commercial customers are not transferable and shall lapse, notwithstanding the corresponding statutory provisions, after one year.

Heise offers no further warranties or guarantees in this respect.

Clause 10: Claims for defects

The customer undertakes, in the case of reciprocal commercial transactions, to verify the advertising solution immediately after its placement and to report, likewise without undue delay, any defect that might be detected. The claim period for commercial transactions of this type begins, in the case of obvious defects, with the placement of the advertising material concerned and, in the case of hidden defects, at the moment in which such defects are discovered.

If the customer fails to make a claim within the corresponding deadline, activation of the advertising service concerned shall be regarded as approved. The customer shall then bear the costs of all and any subsequent changes that the customer might then specify.

Clause 11: Cancellation or delay

If the activation of an advertising service is stopped for editorial or technical reasons, or due to *force majeure*, labour dispute, legal intervention or other action, activation of the advertising service concerned may be brought forward or put back as circumstances allow. The customer shall be notified accordingly of any not inconsiderable delay in this respect. The information shall be supplied before the change concerned, provided it is reasonably possible to do so within the time available. If the customer fails to express an objection, in writing and within five working days, it shall be assumed that the customer has issued the corresponding consent.

If activation of the advertising service cannot be brought forward or put back, or in the event of objection on the part of the customer, the customer shall be entitled to a refund of payments made up to that point, provided no use has been made of the services concerned. The customer shall not be entitled to make any further claims.

Clause 12: Liability

Claims against Heise for loss or damage are hereby excluded, regardless of the breach of duty concerned (including malpractice), if and insofar as they do not arise from wilful misrepresentation or gross negligence. Claims for foregone profits, saved expenses arising from third-party claims and/or other subsequent or indirect loss or damage are likewise excluded.

Heise shall be liable, in the event of major contractual infringement, for each instance of negligence up to the amount of the envisaged loss or damage, but never for more than the maximum price of the advertising service concerned.

Liability to commercial customers for gross or minor negligence involving employees who are not legally appointed representatives or members of management is in any case limited, including in the event of misrepresentation, to the loss and damage normally and typically envisaged in such cases lying beyond the customer's control.

Changes may occur over time to sources of legislation, as well as to their interpretations in corresponding case law. Changes of this type may influence the validity of statements concerning advertising solutions such as those provided via Webcast or Whitepaper. There is no obligation to issue notification of such changes. Heise can therefore provide no warranty or guarantee regarding the completeness or correctness of content. Heise shall not be liable for the contents of industry-standard information provided by the customer.

Clause 13: Prices

Prices are based on the value criteria established for the advertising service concerned, such as views for a Partnerzone, leads for Whitepaper and Webcasts, or downloads in the case of Whitepaper Hosting.

Clause 14: Delays in payment

Interest and collection costs shall be charged in the event of any delay affecting payment. Heise may, in the event of delayed payment, suspend the completion of the current order until outstanding payments have been settled, and demand advance payment for further orders.

Reasonable and objective doubts regarding the customer's solvency shall entitle Heise, even during the life of a current agreement, to demand advance payment for all further advertising services, regardless of any payment deadline originally agreed, and make the continuation of the contractual arrangement dependent on the settlement of all outstanding debts.

Article 15: Cancellation

Advertising services must be cancelled in writing or by e-mail.

Both contracting parties reserve the right to cancel on extraordinary grounds. The parties shall be entitled to cancel on such extraordinary grounds if the circumstances are such that the party intending to cancel cannot find it viable, after taking the individual circumstances into account and considering the interests of both parties, to continue with the contractual arrangement. Heise shall in particular be entitled to cancel on extraordinary grounds if the customer remains in arrears with payments even after two reminders have been issued; if the customer has on one previous occasion made unilateral amendments to the advertising material and/or the target URL; if the customer continues to infringe major provisions of these GT&C despite being asked to desist from doing so; or if the customer commits infringement with respect to a third party by offering Heise's services in such a way that breaks the law or negatively affects the third party concerned.

Heise may remove, with immediate effect, the placement or advertising material concerned in the event of cancellation on extraordinary grounds. In the event of cancellation by Heise on extraordinary grounds and regardless of any further legal obligations that might apply, the customer shall refund to

Heise the difference between the discount granted and the discount applicable, once cancellation has occurred, to the placement or advertising material actually used.

Clause 16: Data protection

The order shall be managed under the terms of the applicable provisions of data-protection legislation. The customer guarantees conformity with Heise's privacy policy, which can be viewed on the Heise website.

Clause 17: Legal jurisdiction and law to be applied

The place of performance is Heise's registered place of business.

All claims and disputes arising from business transactions with commercial customers, private legal entities or legal entities under public law shall be heard before the courts and tribunals of Heise's registered place of business. If and insofar as Heise's claims against a non-commercial customer cannot be dealt with by judicial demand, legal jurisdiction shall correspond to the place of residence of the customer concerned. All legal matters arising from this agreement are subject to the laws of the Federal Republic of Germany, to the exclusion of UN commercial law.

If the customer's address or normal place of residence is unknown at the moment in which the claim is brought, or if the customer has relocated, after entering into the agreement, to an address or place of residence outside the jurisdiction of the corresponding law, it is agreed that jurisdiction shall correspond to Heise's registered place of business.

Clause 18: Final provisions

All information, consents, notifications or enquiries concerning these GT&C, including all amendments and additions to the same, must be issued in writing. Communication by e-mail shall be regarded as notification in writing in this respect. In the case of notification by fax or e-mail, reception shall be confirmed by the date of receipt on the other party's premises.

All alterations or additions to these GT&C, including those affecting this provision requiring written form, must be made in writing before they can become effective.

The possible invalidity of any part of this agreement shall have no effect on the validity of any other contractual provision. Invalid provisions shall be reworded in such a manner that fulfils, as far as possible, the intended purpose of the original. The same shall apply to any eventualities found not to be covered by the agreement.

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