

## GENERAL TERMS AND CONDITIONS OF BUSINESS FOR THE MARKETING OF ADVERTISING SPACE OF GOLDBACH AUDIENCE AUSTRIA GMBH

### "General Terms and Conditions Goldbach Audience Austria" Version 04/2025

#### 1. APPLICATION

Unless otherwise agreed in writing, these General Terms and Conditions (hereinafter also referred to as "Advertising Terms and Conditions") shall apply to all advertising contracts concluded between Goldbach Audience Austria GmbH (hereinafter referred to as "Goldbach Audience") and the Clients.

The advertising terms and conditions shall apply exclusively. Counter-confirmations by the Client (hereinafter "the Client") referring to its own advertising terms or terms and conditions are hereby expressly rejected. Deviations from these advertising terms or terms and conditions of the Client shall apply only if and to the extent that Goldbach Audience confirms this in writing.

#### 2. VALIDITY OF OFFERS AND CONCLUSION OF ADVERTISING ORDERS

Offer are binding 14 days from the date of the written offer.

An advertising order is legally effective if Goldbach Audience confirms an inquiry by the Client in writing by means of an order confirmation (also by e-mail) and the Client does not object to this order confirmation in writing within 48 hours. Goldbach Audience has the right to request a written counter confirmation of the advertising order from the Client.

Objections or deviations from the order confirmation communicated by the Client after the expiration of the 48 hours shall not change the legally effective conclusion of the contract according to the order confirmation of Goldbach Audience. The special cancellation options pursuant to section 3.2 below remain valid.

The Client shall inform Goldbach Audience of the VAT number and the billing address when the order is placed for the first time, and shall inform Goldbach Audience of any changes thereof, immediately. Any contract fees incurred are to be paid by the Client.

In the case of an order with a booking volume of less than EUR 2,500 (measured by net2 value), Goldbach Audience reserves the right to charge an additional service fee of EUR 250 (not discountable).

Changes and/or additions to a placed order require the written form (email is sufficient).

### **3. WITHDRAWAL / PENALTY**

#### **3.1. Through Goldbach Audience**

Goldbach Audience may withdraw from advertising orders in the event of unforeseeable and/or unjustifiable changes to the range of advertising media or their discontinuation, in particular also as a result of measures taken by the supervisory authorities or courts. Goldbach Audience may also withdraw up to 6 days before the start of the distribution if a competitive constellation arises between the Client and another contractual partner with exclusive rights on the specific advertising medium. In all the above-mentioned cases of withdrawal, all claims of the Client are excluded.

#### **3.2. Through advertisers**

The Client may withdraw from the advertising order by written declaration (e-mail also sufficient). If the notice of withdrawal is received by Goldbach Audience up to 14 working days before the start of the campaign, the withdrawal is free of charge; thereafter, withdrawal is only possible against a percentage compensation (penalty) measured against the net2 value (gross amount - discounts - consultant commission) of the respective advertising order (the amounts do not include VAT):

<i>between 13 and 1 working days:</i>	<i>50%</i>
<i>after start:</i>	<i>100%</i>

Any additional costs incurred by external websites as a result of the withdrawal shall be additionally borne by the Client.

### **4. ADVERTISING MATERIAL**

#### **4.1. Delivery**

The Client is obligated to provide Goldbach Audience with the material (in particular advertising media and motifs) required for the form of distribution (insertion, broadcast, etc.) of the advertising, also within an ongoing campaign, in the format requested by Goldbach Audience by no later than the following dates prior to the confirmed distribution date at its own expense (deviations in the individual order reserved):

Advertising media	3 business days for GIF, JPEG, HTML5, redirects codes or tags 10 working days for special ad formats including rich media and commercial publishing campaigns, where Goldbach handles the technical production and/or creation
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In individual cases, the lead times may deviate due to special provisions of the advertising medium. In this case, Goldbach Audience will inform the Client immediately. If Advertising Media are delivered with larger data volumes than IAB Standard, the TCP (Thousand-Contact-Price) of the Advertising Media shall increase by 50 cents per 10KB size overrun.

Redirects that are delivered for the Goldbach Audience Network must comply with the Secure Standard ([https](https://)).

#### **4.2. Redirect tags**

If Goldbach Audience has permitted the Client to integrate a so-called external AdServer for the delivery of the advertising material, the Client is obligated to transmit the redirect tags (link URL, advertising material call-up) in the agreed form within the delivery period pursuant to the above section 4.1 or the time agreed in the advertising order. In the event that an external ad server is used, the advertising customer guarantees its full and proper functionality as well as the functionality of the redirect tags so that proper execution of the advertising orders is guaranteed.

#### **4.3. Responsibility Quality and Liability**

The Client and/or the agency is solely responsible for the technical quality and content of the delivered advertising material.

The advertiser guarantees that the content of the material does not violate applicable Austrian and EU law, legal and official regulations or public policy. The Client guarantees that the rights of third parties are not impaired by the placement of the advertising and transfers all necessary rights for the agreed broadcast to Goldbach Audience with the order. The Client shall indemnify and hold Goldbach Audience harmless from and against all claims of third parties due to any non-compliance with the above provisions.

The Client shall ensure that the material contains the information on commercial communication required by Section 6 ECG (Art 6 E-Commerce Act) or other legal provisions applicable to the digital sector in a recognizable manner when placed, in particular (i) is recognizable as commercial communication (=advertising), and (ii) allows the advertiser to be identified as the natural or legal person who commissioned the commercial communication. The Client shall indemnify and hold Goldbach Audience harmless against all resulting costs, penalties, etc. in the event of a violation of this provision.

#### **4.4. Rejection**

Goldbach Audience is not obliged to check the advertising media supplied by the Client and or the agency. Goldbach Audience as well as the advertising media reserve the right to reject advertising media supplied by the Client for legal, moral or similar reasons, even in the case of accepted advertising orders. Goldbach Audience is in particular entitled to reject advertising media due to their origin, content, form or technical quality. Goldbach Audience shall notify the Client immediately of any rejection in the aforementioned sense. In this case, the Client is obliged to immediately provide a new or modified advertising material. In the event that such replacement advertising material is provided late in order to comply with the agreed distribution date, Goldbach Audience's full claim to remuneration shall remain in effect as if the distribution had taken place at the agreed time.

#### **4.5. Edits: Release and remuneration**

Any corrections, changes or edits to the material that are necessary for optimal implementation will - unless otherwise agreed - be charged to the Client on a time and material basis. Goldbach Audience will inform the Client when the acceptance of the material by the Client can take place. The Client shall carry out the acceptance immediately after being informed, but within 24 hours, at the latest. The acceptance shall be repeated if complaints have been reported within 24 hours, otherwise the material shall be deemed to have been accepted. The acceptance of subsystems shall be agreed separately between the contracting parties.

### **5. DISTRIBUTION**

#### **5.1. Principle**

The publisher shall broadcast the advertising as agreed. The time and place of distribution (placement on site/price group and date) shall also be deemed agreed, the latter subject to the following provisions of these advertising conditions.

#### **5.2. Placement**

Booked advertising formats shall be placed by Goldbach Audience in accordance with the criteria agreed in detail (with regard to rate group and/or service group and/or time and/or place). The advertising spaces booked by the Client are not transferable.

Subject to any other individual agreement, the Client shall not be entitled to a placement of the Online Advertisement at a certain position of the respective Website or to compliance with a certain access time to the respective Website.

### **5.3. Rebooking by the Client**

The Client is entitled to rebook bindingly accepted advertising orders within the advertising medium if the rebooking request is communicated to Goldbach Audience in writing or electronically no later than 3 calendar days prior to the agreed distribution date, the agreed monetary booking volume is maintained, the distribution of the rebooked volume is not significantly delayed, and Goldbach Audience has sufficient free capacity with regard to the desired new distribution dates and locations.

### **5.4. Exclusion of competition and expansion of supply**

An exclusion of competition has neither been agreed nor assured by Goldbach Audience for a specific advertising medium at all or for individual campaigns or distributions.

Goldbach Audience does not exclude and does not guarantee that no other advertising space and/or time will be offered and occupied in addition to the offers and offer structures published by Goldbach Audience in each case.

### **5.5. Broadcast time, place / defects**

If the timely distribution of the advertising cannot be met for reasons relating to the design of the website (or mobile site or another advertising medium), due to force majeure (including technical malfunctions) or circumstances for which Goldbach Audience is not responsible, Goldbach Audience will relocate the distribution of the advertising to another, if possible equivalent, place within the intended advertising media.

In the event of strict frequency capping of 2 impressions per week or less, Goldbach Audience reserves the right to optimize these independently in order to be able to ensure payout. Furthermore, Goldbach Audience gives no guarantee about the distribution of ad impressions during the advertising campaign. However, Goldbach Audience will try to ensure an even distribution of ad impressions over the campaign period.

In the event of an *insignificant* (within the advertising medium) shift / relocation of the distribution, for example for reasons relating to the design of the website (or mobile site, game or other advertising medium) or for technical reasons, the agreed tariff / price shall remain in effect.

In the event of *significant* postponements / relocations, the Client shall be informed of this immediately by Goldbach Audience. Significant postponements are understood to mean both distribution outside the agreed day or period and distribution on a different advertising medium. If the Client does not immediately object in writing to the postponement of the Advertising or the embedding of the Advertising in another environment (in particular another site or another part of the site), this shall be deemed to be agreed by the Client. In the event that the advertising can neither be brought forward nor made up for, or in the event that the Client objects to the proposed bringing forward, making up for or embedding in another environment, the Client shall be entitled to reimbursement of the basic price.

## **6. OTHER PROVISIONS**

### **6.1. Advisory Committees**

Agencies receive a consulting commission of 15% of the order value (after deductions and plus VAT). The prerequisite for this is written proof of the agency activity and invoicing via the agency.

### **6.2. Calculation basis for billing**

The evaluation of the Goldbach Audience ad management tool (Primary AdServer) is considered the relevant calculation basis for the correct execution of campaigns as well as the preparation of the billing of the same.

### **6.3. Offsetting**

The actual invoice amount is based on the distribution volumes counted by Goldbach Audience in accordance with the preceding section 6.2 (Primary AdServer), which will be disclosed at the request of the Client.

### **6.4. Payment**

New advertising clients (new customers) of Goldbach Audience and foreign advertising clients are obliged to pay the accruing remuneration in advance as a matter of principle. In this case, the remuneration shall be due for payment 7 days before the planned first distribution of the advertising. In the event of late payment, Goldbach Audience shall be entitled to refuse or postpone the distribution of the advertising material without this giving rise to a claim for compensation on the part of the Client.

Unless otherwise agreed, all other invoices shall be paid without deductions without delay and no later than 30 days after the invoice date.

### **6.5. Data usage**

The Client agrees that anonymized end user data (including tracking) relating to usage behavior may be stored by Goldbach Audience via the integration of cookies in the advertising material. Goldbach Audience may also use the data collected via such cookies to deliver usage-based advertising, to advise its customers, for self-promotion and for market research for its own purposes.

Without an approved participation in the IAB Framework and a correspondingly listed Vendor Number, the Client is prohibited from setting cookies that are not exclusively part of the technically necessary delivery mechanism of the AdServer used to ensure an advertising delivery via the AdServer.

### **6.6. Confidentiality**

The parties undertake to keep confidential the information received from the respective other party as well as other information requiring secrecy, including discounts and comparable price reductions granted to the Client as well as other conditions and media volumes ("Confidential Information"). The Confidential Information as well as other business and trade secrets made known as a result of the cooperation shall be treated confidentially by both parties even after termination of the contractual relationship. The contractual partners shall use confidential information of the respective other contractual partner only for the purpose of executing the advertising orders.

The disclosure of Confidential Information to advertisers is permissible provided that the advertisers undertake in advance in writing vis-à-vis Goldbach Audience (i) to disclose Confidential Information (in particular conditions and media volumes) to third parties (in particular consultants and media auditors) only under the condition that Confidential Information may not be fed into databases and may not be used by the third parties for their own or any other third-party's purposes and (ii) otherwise not to disclose the Confidential Information to third parties at all.

The disclosure of Confidential Information to third parties (in particular consultants and media auditors) is likewise only permitted if they, for their part, undertake in writing in advance not to disclose Confidential Information (in particular conditions and media volumes) and not to use it for their own or other third-party's purposes.

At the request of Goldbach Audience, the Client must present the signed declarations of commitment. If the Client is unable to produce a declaration of commitment or if the third party is not complying with its declaration of commitment, Goldbach Audience shall be entitled to assert claims for damages, namely such incurred by advertisers marketed by Goldbach Audience as well as its own damages.

#### **6.7. Involvement of third parties and transfer to third parties**

Goldbach Audience is entitled to engage third parties to fulfill its contractual obligations. In addition, Goldbach Audience has the right to transfer the contractual relationship entirely to another Goldbach Group company (i.e. an entity in which Goldbach Group AG holds a majority interest). The transfer shall be announced to the Client in due time.

#### **6.8. Offsetting counterclaims**

The Client is not entitled to counter claims of Goldbach Audience unless these have already been established by a court of law or have been recognized by Goldbach Audience.

#### **6.9. Limitation of Liability**

Goldbach Audience is not liable for slight negligence. In the event of gross negligence, liability is limited to the amount of the fee received (excluding incidental costs and VAT). In no event shall Goldbach Audience be liable for indirect or consequential damages, lost revenue or lost profits.

#### **6.10. Data protection**

The Client expressly acknowledges that Goldbach Audience may automatically collect, store and process the data disclosed by the Client (name, address, e-mail, credit card data, data for account transfer) for the purpose of fulfilling the contract and supporting the Client as well as for sending advertising about other services of Goldbach Audience. Further information can be found in the privacy policy under the following link: <https://goldbach.com/at/de/datenschutz/datenschutz-goldbach-austria>. The Client consents to being sent electronic mail for the aforementioned information purposes as well as for the purposes mentioned in the privacy policy. The Client may revoke this consent at any time by sending an e-mail to [antworten.at@goldbach.com](mailto:antworten.at@goldbach.com).

The Client undertakes to process data that it has collected as controller in the course of the publishing of its advertising only in full compliance with the provisions of data protection law and via a valid vendor number registered with the IAB Europe. In doing so, he shall ensure that the policies specified at <https://iabeurope.eu/iab-europe-transparency-consent-framework-policies/> are complied with at all times.

#### **6.11. Place of performance, place of jurisdiction and applicable law**

Place of performance is Vienna. The agreement shall be governed by Austrian law, with the exception of its conflict of law rules and the rules of the UN Sales Convention. The court with subject-matter jurisdiction for Goldbach Audience in Vienna is agreed as the exclusive place of jurisdiction.

#### **6.12. Severability clause**

Should individual provisions of these General Terms and Conditions or of the contract be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of these General Terms and Conditions. Ineffective or unenforceable provisions shall be deemed to be replaced by effective provisions which come as close

as possible in economic terms to the provisions contained in the ineffective or unenforceable provisions. This also applies to loopholes.

**6.13. Modification of the advertising conditions**

Goldbach Audience reserves the right to change these advertising conditions at any time. Such changes will be announced to the Client in an appropriate manner. During an ongoing contractual relationship or campaign, the Client may prematurely terminate the contractual relationship concerned in writing within 2 weeks of notification of the adjustment. All services obtained in this connection up to the time of termination of the contract must be paid for in full. Ongoing campaigns will be stopped at the time of the termination of the contract. If the Client fails to give written notice of termination or continues to use the contractual services, he accepts the changes to the advertising conditions in full.

Vienna, April 22, 2025