

## **General Terms and Conditions of Business<sup>1</sup>**

of Meisenbach Verlag GmbH,

Geisfelder Strasse 14,

96050 Bamberg, Germany

### **(I) General Terms and Conditions of Business for Advertisements and Advertising Inserts**

#### **1. Advertising contracts; scope of applicability**

In the following General Terms and Conditions, 'advertisement order' refers to the contract between Meisenbach GmbH (hereafter 'Meisenbach') and the customer for the publication of one or more advertisements, inserts or mailers from an advertiser or other inserts in a printed paper for the purposes of circulation.

#### **2. Creation of contract**

(1) Advertisement orders, unless expressly placed for a longer period, must be completed within one year of the creation of the contract. Only written agreements or written confirmations from the publisher are valid.

(2) If the customer augments its advertisement order or adds another order to it in such a way as to increase the number of advertisements appearing within a one- or two-year period, any higher discount will also be applied to those advertisements that have already appeared.

(3) If an order is unfulfilled due to circumstances for which the publisher is not responsible, the customer must return to the publisher the difference between the discount applied and that corresponding to the actual execution of the order, irrespective of any further legal obligations. Such repayment will not be due if the lack of fulfilment is a result of force majeure within the risk area of the publisher.

#### **3. Advertisement orders and special conditions**

(1) Advertisements which owing to their presentation are not clearly identifiable as such will be marked with the word 'Advertisement' by the publisher.

(2) The publisher has the right to refuse advertisement orders – including individual items within a contract – and insertion orders by reason of their content, origin or technical form, in accordance with the standard and objectively justifiable principles of the publishers, if their content contravenes laws or official regulations or their publication is unacceptable to the publisher.

(3) In addition, bound or loose insertion orders are binding on the publisher only after a sample of the bound or loose insert has been submitted and approved. Bound and loose

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<sup>1</sup> This English translation of the Terms and Conditions of Business is for information only. The German text is definitive.

inserts that contain third-party advertisements or whose form or presentation give the impression that they are part of the newspaper or magazine will not be accepted.

(4) The customer will be informed immediately if its order is refused.

(5) Advertisement orders can be cancelled up to the closing date for advertisements. Cancellation must be made in writing or in text form (by post or e-mail). If the advertisement has already gone to press, the customer must pay for the advertisement. Otherwise, the publisher may demand reimbursement of the costs incurred up to the cancellation in accordance with statutory provisions.

#### **4. Advertising content**

(1) The customer itself is responsible for the content and legal permissibility of text and images provided for the insertion. Furthermore, the customer is under an obligation to indemnify the publisher against third party claims arising against the publisher as a result of execution of the order, even if it is cancelled.

(2) The customer is responsible for the timely delivery of the advertisement text and correct and complete print material or inserts. The publisher will demand immediate replacement of obviously unsuitable or damaged print material.

#### **5. Price reductions, damages, printing errors**

(1) In cases of completely or partially illegible, incorrect or incomplete printing of the advertisement, the customer is entitled to a price reduction or to a replacement advertisement, but only insofar as the purpose of the original advertisement was impaired. If the publisher fails to remedy the problem within a reasonable period or if the replacement advertisement is again defective, the customer has the right to a price reduction or to cancel the order.

(2) Claims for damages due to contravention of contractual obligations, negligence in concluding the contract and unlawful actions are excluded, including in cases where advertisement orders are placed by telephone. Claims for damages due to inability to carry out the order or delay are limited to reimbursement of foreseeable losses and the indemnification of the relevant advertisement or insertion costs. This does not apply in cases of malice or gross negligence on the part of the publisher, its legal representative or agents. The publisher's liability for damages due to failure to provide warranted quality remains unaffected. Furthermore, in commercial business transactions the publisher is not liable for the gross negligence of agents; in other cases, liability to tradespersons for gross negligence is limited to the foreseeable damages up to the level of the relevant advertising charge. Except in the case of deficiencies that are not obvious, complaints must be raised within four weeks of receipt of invoice and voucher copy.

(3) The publisher guarantees the normal print quality for the title concerned, insofar as is possible in view of the print material.

(4) The customer itself is responsible for typographical errors if the publisher has sent proofs and the mistake was not corrected or the proof was returned too late or not at all.

#### **6. Payment, invoice and costs**

(1) A discount of 3% is granted for payment of the advertisement invoice within 8 days of the date of invoice; payment after 30 days is strictly net. In case of delay or postponement of

payment, default interest will be charged at a rate of 3% above the discount rate of the Deutsche Bundesbank, plus collection costs. The publisher may also cease further execution of the order until the advertisements already published have been paid for, and may demand advance payment for the remaining advertisements. The publisher agrees to the transmission of invoices by e-mail in PDF format to the e-mail address provided in the context of the order.

(2) In the case of justifiable doubts about the customer's financial solvency, the publisher is entitled to make the publication of further advertisements dependent on advance payment of the amount and on the settlement of outstanding invoices, even within the duration of an advertising contract and regardless of any originally agreed payment period.

(3) On request, the publisher will provide a voucher copy of the advertisement with the invoice. Depending on the nature and scope of the advertisement order, cuttings containing the advertisement, voucher pages or complete editions may be provided.

(4) Advertisement rates do not include costs for graphic work or for the preparation of photos or digital data. If such work is necessary for the execution of an advertisement order it will be charged extra. Substantial changes in previously agreed executions may similarly be charged to the customer.

#### **7. Print material and evidence**

(1) On request, the publisher will provide evidence to the customer of the circulation of the publication containing the advertising.

(2) Print material which the customer does not expressly demand to be returned is kept by the publisher for two years; however, the publisher cannot be held responsible for any damage or loss due to force majeure.

## (II) General Terms and Conditions of Business for Advertising with Online Media

### **1. Advertising contracts; scope of applicability**

(1) In the following General Terms and Conditions, 'advertisement order' refers to the contract for the insertion of one or more advertisements in digital information and communication services (excluding ePaper), in particular on the internet, for the purposes of publicity.

(2) The following General Terms and Conditions in the edition applicable at the time of ordering serve as the sole terms of business between Meisenbach GmbH (hereafter 'Meisenbach') and the customer. Meisenbach will not recognise different conditions from the customer unless Meisenbach has expressly agreed to these in writing. For orders for advertising insertions relating to online and other media, these General Terms and Conditions alone are applicable in conjunction with the current price list for the relevant medium and technical advertisement specifications.

### **2. Advertising material**

(1) For the purposes of these General Terms and Conditions, an advertisement might for example include one or more of the elements specified below:

- an image and/or text, a sequence of tones and/or moving images (e.g. a banner),
- a touch-sensitive area that when clicked establishes, by means of an online address specified by the customer, a connection to further data located in space controlled by the customer or a third party.

(2) Advertisements that owing to their arrangement and/or design are not clearly identifiable as such (e.g. what are known as 'text box advertisements') will be clearly marked as advertising.

(3) In general, advertisements may be published in any of the shapes and sizes shown in the relevant rate card. Special formats may be possible but must be checked and discussed with Meisenbach.

### **3. Creation of contract**

(1) Advertising orders will be accepted by telephone, post or email. The order represents an offer to Meisenbach to enter into a contract for advertising. Acceptance of the order will be confirmed by Meisenbach and its details itemised (confirmation of order).

(2) Insofar as advertising for online media is set out and described on Meisenbach's web pages, this does not represent an offer of sale of services in the legal sense. Only by placing an order does the customer make an offer to enter into a contract for online media advertising as defined by Section 145 of the German Civil Code (BGB).

(3) A contract relating to an online advertisement may be for one or a number of advertisements. Fixed dates for publishing individual advertisements may be agreed. It is also possible to call down individual orders over a period of time (see item 4). Unless individually agreed to the contrary, the contract is created in principle through:

- an offer in writing from the customer to enter into a contract
- the acceptance of the order by means of a written order confirmation by Meisenbach or the publication of the advertisement. Confirmations by word of mouth or by telephone are not binding in law.

(4) Where advertising agencies place the orders, the contract in case of doubt is created with the advertising agency unless otherwise agreed in writing. If it is intended that the advertiser should be the customer, that person must be specified by name by the advertising agency. Meisenbach is entitled to require proof of mandate from advertising agencies.

(5) Advertising for goods or services from more than one advertiser or other insertions in an advertisement (e.g. banner or pop-up advertising) requires an additional contract entered into in written form or by email, in accordance with the Signature Act.

(6) Advertising is charged on the basis of the rate card or publisher's costing. The determining factor in charging for the supply of advertising is AdImpressions (AIs) as determined by the Meisenbach AdServer. An AI is defined as a server call for an advertisement from the Meisenbach AdServer.

(7) Consumers as defined by Section 13 BGB are precluded from entering into a contract.

### **4. Execution deadline**

If a contract allows the customer the right to call down individual advertisements, the order must be completed within one year of entering into the contract.

**5. Postponement<sup>14</sup>:**

Any delay to an agreed campaign start must be notified in writing no later than 14:00 five working days before the next agreed publication date.

**6. Extension of order**

Once a contract is in place, the customer is entitled, within the period agreed or that specified in item 4, insofar as capacity is available, to call down advertisements in excess of the number specified in the contract.

**7. Cancellation**

Cancellation free of charge is available only if submitted in writing no later than three weeks before the agreed publication date. Cancellation by word of mouth or telephone is not possible. Cancellation after this deadline has expired will incur charges to the full value of the contract.

**8. Duration of publication, placement and rotation**

The duration of publication is determined by the number of AdImpressions booked and/or by the booked duration. The right to placement of an advertisement in a specified position in the digital medium concerned applies only insofar as this is specified in the contract and has been confirmed by Meisenbach. The placement is agreed jointly by the customer and Meisenbach. If the customer has not specified any placement requirement, the confirmation from Meisenbach is conclusive. If more than one advertisement is supplied for a booking, Meisenbach will rotate these as standard unless the customer has provided a schedule.

**9. Data delivery**

(1) The customer is obliged to deliver correct advertisements compliant with technical specifications from Meisenbach in their final digital form in a timely manner, which means at least six working days before commencement of the insertion. If advertisements are not correctly supplied (in particular, if they are incomplete, contain errors, are inappropriate or are late), Meisenbach is under no obligation to publish the advertisements. If it is clear who the sender of the relevant advertisement is, Meisenbach will inform the customer immediately that it will not be published. Without an order to this effect from the customer, Meisenbach is under no obligation to put the advertisement into a form suitable for publication.

If the files are stored on the customer's server or that of a third party, the customer must also provide the URL of the advertisement to be inserted, taking into account the conditions specified above.

If the customer wishes to replace or amend advertising material or deviate from an existing media schedule, Meisenbach will check that this adjustment is still possible with regard to the originally agreed publication timescale. If it is not, then the original timescale will remain in place.

If, due to the incorrect, delayed or failed delivery of perfect and appropriate advertising material, the order cannot be undertaken and no replacement booking is available from another party, the customer must pay compensation equivalent to the agreed price.

(2) If Meisenbach stores the advertising material without being expressly obliged to do so, then it will do this for a maximum of three months.

(3) Costs incurred by Meisenbach for making amendments requested or caused by the customer must be borne by the customer.

#### **10. Right of refusal**

(1) Meisenbach reserves the right to refuse or block advertising orders – including individual instances in the context of an agreed contract – if

- their content contravenes laws or official regulations or
- the German advertising standards authority (Deutsche Werberat) has made a finding against their content in a complaints procedure
- their publication is unacceptable to Meisenbach on the grounds of their content, origin, technical form or for any other reasons.

(2) In particular, Meisenbach may withdraw a previously published advertisement if the customer itself makes subsequent alterations to the content of the advertisement or if the data to which a link redirects are subsequently amended with the result that the conditions of paragraph 1 are met.

(3) Meisenbach has the right temporarily to interrupt the insertion of an advertisement if there is adequate suspicion of illegal content on the website to which the hyperlink included in the advertisement redirects. Meisenbach will inform the customer of the blocked order and the customer must immediately remove the illegal content or demonstrate and if necessary prove that it is within the law. Meisenbach may offer to replace the advertisement with an alternative advertisement and/or a hyperlink to a different website. Any additional costs arising from this may be charged to the customer by Meisenbach on provision of evidence of such costs. The block must be removed as soon as the suspicion is refuted.

(4) Meisenbach is entitled to withdraw entirely a previously published advertisement if the customer itself makes subsequent un-agreed alterations to the content of the advertisement or changes the URL of a link or makes substantial changes to the content of the linked website. In such a case, the customer has no right to any cost-free replacement, but Meisenbach retains its right to the agreed remuneration.

(5) Meisenbach expressly reserves the right to refuse to publish advertising associated with the use of premium telephone numbers, specifically those with 0190 or 0900 numbers using 'diallers'.

#### **11. Customer's warranty**

(1) The customer warrants that it has all the necessary rights to publish the advertisement. The customer indemnifies Meisenbach from all third party claims relating to the advertising order that might arise from the infringement of statutory provisions. Furthermore, Meisenbach is indemnified from the costs of any necessary legal defence.

(2) The customer undertakes to assist Meisenbach in good faith with information and documentation in the case of legal defence against third parties.

(3) The customer transfers to Meisenbach all usage, intellectual property and other rights, specifically the right to copy, distribute, transfer, send, receive from a database and call up, that are required for the use of the advertising in online media of any kind, specifically in relation to time and content, to the extent required in order to carry out the order.

(4) The rights specified above are in all cases transferred without geographical limitation and entitle Meisenbach to publish using all known technical procedures and all known forms of online media.

(5) The customer guarantees that it will observe statutory provisions and restrictions in the design of the advertisement.

## **12. Meisenbach's warranty**

(1) In respect of foreseeable requirements, Meisenbach guarantees the best possible reproduction of the advertisement in relation to the technical standards applicable at the time.

(2) This guarantee does not apply to immaterial errors. An error in the display of the advertisement is immaterial in particular if it arises

- through the use of inappropriate display software and/or hardware (e.g. a browser) or
- through faults on the communications networks of other providers or
- through computer failure due to system or power failure
- through incomplete and/or out of date services on 'proxies' (caches).

(3) Since it is impossible to preclude server failures even in properly managed business operations, the customer's payment obligation will be no longer applicable only if and only for such a period as the AdServer is unavailable for over 24 hours (continuously or cumulatively) in relation to a time-critical firm booking; further claims in this respect are excluded.

(4) If the reproduction quality of an advertisement is inadequate other than with respect to an immaterial error, the customer is entitled to claim a cost reduction or correct replacement advertisement, but only to the extent that the purpose of the advertisement was adversely affected. In the case of failure or unacceptability of the replacement advertisement, the customer has the right to a cost reduction or to withdraw from the contract. Meisenbach bears no responsibility for risks of data loss during transfer outside its area of control. No guarantee is offered or liability accepted for data security. Transfer of risk takes place when the advertisement is saved on a Meisenbach server.

(5) In the case of deficiencies in the advertising materials that are not manifest, the customer has no claim for resulting inadequacies in publication. The same applies to deficiencies in repeated insertions of an advertisement, if the customer does not provide information of the deficiency before its next insertion.

## **13. Impaired performance**

(1) If the performance of an order is impaired for reasons that are outside Meisenbach's control (such as software-related or other technical reasons), in particular due to computer failure, force majeure, strikes, statutory requirements, faults that are the responsibility of third parties (e.g. other providers), network operators or services providers or for comparable reasons, performance of the order will where possible be rectified.

(2) If, once the fault has been remedied, rectification takes place within an appropriate period that is acceptable to the customer, Meisenbach retains its right to remuneration.

## **14. Prices**

(1) All prices are governed by the pricing information provided on Meisenbach's website and/or in its media folders.

(2) Unless otherwise expressly specified, all prices will be subject to statutory value added tax.

#### **15. Refund of discount**

(1) If an order is not fulfilled due to circumstances that are not the responsibility of Meisenbach (see item 13(2)), the customer must return to the publisher the difference between the discount applied and that corresponding to the actual execution of the order, irrespective of any further legal obligations.

(2) Unless otherwise agreed, the customer has a retrospective right to a discount corresponding to the actual execution of the advertising order during a year if it entered into a contract at the beginning of the term that entitled it to a discount from the outset on the basis of the rate card.

(3) The entitlement to the discount expires if it is not claimed within three months of the end of the annual term.

#### **16. Due date and payment; default**

(1) Unless special payment terms are agreed, the due date of a payment is determined by the due date specified on the invoice. If no due date is specified on the invoice, payments are due on receipt of the invoice. Payments are to be made without deduction and specifying the invoice number to Meisenbach's account specified on the invoice.

(2) If the customer placing the order is in default of payment, Meisenbach is entitled to charge default interest at a rate of 5% above the published annual base rate of the European Central Bank. If Meisenbach has incurred demonstrably higher default costs, Meisenbach is entitled to charge these.

(3) In cases of payment default, Meisenbach may delay further execution of an existing contract until payment is received and require prepayment for the remaining insertions.

(4) In the case of objectively justified doubts about the customer's financial solvency, such as cases of repeated default of payment, Meisenbach is entitled to make the publication of further advertisements dependent on advance payment of the amount and on the settlement of outstanding invoices, even within the duration of an advertising contract and regardless of any originally agreed payment period.

#### **17. Offsetting and retention rights**

The customer has a right to offset only where its counter-claims have been judicially determined or are uncontested by Meisenbach. Moreover, the customer is entitled to exercise retention rights only insofar as its counter-claim relates to the same contractual relationship.

#### **18. Termination**

(1) The right to extraordinary termination of continuing obligations (under an ongoing advertising order) without notice remains unaffected. Meisenbach has the right of extraordinary termination in particular where, despite reminders and the setting of deadlines, the customer does not fulfil its payment obligations under item 18. In the case of an extraordinary termination, Meisenbach may discontinue the advertisement(s) with



immediate effect. The customer must reimburse to the publisher the difference between the discount applied and the discount due according to the rate card.

(2) Any termination requires the written form.

#### **19. Confirmation of placement**

Confirmations of placement are issued with reservation and are subject to change for technical reasons. In such cases, Meisenbach cannot be held liable.

### (III) General Terms and Conditions of Business for Subscriptions with Digital and Print Editions

#### **1. Scope of applicability**

Meisenbach executes all orders solely on the basis of these Terms and Conditions together with the supplementary special contractual terms for the relevant digital and printed subscription offers, of which the customer will be specifically notified. These will then apply to all future business relationships between Meisenbach GmbH (hereafter 'Meisenbach') and the customer, even if not again expressly agreed.

#### **2. Contractual partner and creation of contract**

(1) The contractual partner for digital subscription contracts is:

Meisenbach GmbH Verlag  
Geisfelder Strasse 14  
96050 Bamberg, Germany  
Telephone: +49 951 861-0  
Email: [info@meisenbach.de](mailto:info@meisenbach.de)

(2) If the customer orders the goods by electronic means, Meisenbach will acknowledge receipt of the order immediately. This acknowledgement of receipt simultaneously represents binding acceptance of the order.

(3) Any agreements that contravene these Terms and Conditions will not be recognised by Meisenbach unless they are specifically confirmed by Meisenbach in writing.

(4) Where the customer orders the goods by electronic means, the text of the contract is stored by Meisenbach and will be sent to the customer together with these General Terms and Conditions of Business by email, on request.

Creation of contract

(5) In the case of digital editions, you must register with the publisher as the user of the digital subscription. This is done in the registration and ordering template by correctly entering the details requested. If any changes occur to your details, inform the publisher immediately. After you have successfully registered, we will send you confirmation by email. After you have registered, you can print out the text of the contract and the details you have entered during the registration process. The contractual relationship with you begins at the point at which the publisher confirms the order to you and you are able to use the digital subscription.

### **3. Right of withdrawal**

(1) Where the customer is a consumer as defined by Section 13 BGB, the customer has the right to withdraw from the purchase contract within 14 days of receipt of the goods. To meet this deadline it is sufficient to send the notice of withdrawal within the time period. The customer may give notice of withdrawal in writing or via another permanent data carrier, by email or simply by returning the (printed) goods.

(2) The notice of withdrawal must be sent to the following address:

Meisenbach GmbH Verlag,  
Geisfelder Strasse 14,  
96050 Bamberg, Germany  
Telephone: +49 (0) 951 861-101  
Email: [vertrieb@meisenbach.de](mailto:vertrieb@meisenbach.de)

(3) A consumer as defined by Section 13 BGB is any natural person who makes a legal transaction that cannot be attributed to his/her commercial or independent professional activities.

(4) Section 3 items 1 and 2 of these General Terms and Conditions do not apply if the customer is a consumer as defined by Section 13 BGB (see also Section 3.3) and has placed an order for a subscription to the total value of no more than EUR 200.00. In such cases, the customer has no right of withdrawal.

(5) If the withdrawal relates to goods with a value of up to EUR 40.00, the customer must bear the cost of returning them, unless the goods delivered were not in accordance with what was ordered.

(6) If the customer has already used the goods and they show signs of use, in particular if sealed goods have been opened by the customer, the customer may no longer withdraw the order.

### **4. Payment, due date, default**

(1) The amount stated on the invoice is payable immediately and without deduction. Payment may be made either on invoice or by credit card (Euro-/Mastercard, VISA, American Express). VAT is always itemised separately on the invoices.

(2) If the customer is in default of payment, then for customers who are not consumers as defined in Section 13 BGB (see also Section 3.3), Meisenbach may charge default interest at the rate of 8 percentage points about the base rate; for customers who are consumers as defined in Section 13 BGB (see also Section 3.3), Meisenbach may charge default interest at the rate of 5 percentage points above the base rate. For each reminder after default has commenced, the customer will be charged collection costs of EUR 5.00.

(3) If Meisenbach becomes aware of facts that call into question the customer's creditworthiness, or if the customer does not pay the amounts due in accordance with the conditions, Meisenbach is entitled to demand payment in advance and to require immediate payment of all charges arising from the business relationship not yet due. In addition, Meisenbach may withdraw from any contracts in force or require security.

## **5. Delivery and availability**

(1) Delivery will be made to the address specified by the customer.

(2) In the case of subscriptions, delivery commences with the next edition, as long as the order has been received by Meisenbach in time, i.e. at least seven days in advance.

(3) Subscription prices for print editions include post and packing. For all other orders, carriage costs will be charged additionally to the customer.

(4) Meisenbach is entitled to make partial deliveries.

(5) If the customer is a business, the risk of accidental loss or accidental damage of the goods transfers to the customer on handover, or in the case of sale by dispatch on delivery to the courier, freight handler or other person handling the transportation.

(6) If the customer is a consumer as defined by Section 13 BGB (see also Section 3.3), the risk of accidental loss or accidental damage to the goods purchased transfers on handover to the customer even in the case of sale by dispatch.

(7) If the customer delays acceptance, the handover is deemed to have taken place.

(8) If the customer falls into payment arrears to the value of at least two editions for at least one month, Meisenbach may terminate the contract. The right to claim damages is reserved.

## **6. Special conditions for subscriptions**

(1) With a mini-subscription, the customer receives the next three editions of the selected publication.

(2) The mini-subscription is automatically extended by one year and is operated as a regular annual subscription unless the customer terminates the subscription in writing to Meisenbach no later than seven days after receiving the third edition. Once extended, the terms, and in particular the prices, of a regular annual subscription will apply.

(3) The minimum duration of an annual subscription is one year. Each year thereafter, unless the customer terminates the annual subscription no later than one month before expiry of the contract, it is extended by a further year.

(4) Ordinary termination is not permitted during the minimum duration. Thereafter – that is, once the minimum period has expired – one month's notice from the end of the month is required for termination.

(5) Termination for good cause is unaffected by this. If an obligation under the contract is contravened, warning must be given of this, specifying a deadline.

(6) All notices of termination must be submitted to Meisenbach in writing.

(7) Meisenbach may raise the prices of a subscription accordingly.

## **7. Reservation of ownership**

(1) Until all future claims that Meisenbach has against the customer for any legal reason are met, Meisenbach retains ownership of the goods delivered (goods subject to reservation). The customer is not permitted to dispose of goods subject to reservation.

(2) If the customer acts in a manner that contravenes the contract – in particular in the case of payment default – Meisenbach is entitled to withdraw from the contract and demand the return of the goods subject to reservation.

## **8. Warranty, liability, complaints and deficiencies**

(1) Customers' claims under warranty or for liability, complaints and deficiencies should be addressed to Meisenbach at:

Meisenbach GmbH Verlag,  
Geisfelder Strasse 14,  
96050 Bamberg, Germany  
Telephone: +49 (0) 951 861-101  
Email: [vertrieb@meisenbach.de](mailto:vertrieb@meisenbach.de)

(2) If the goods are deficient, Meisenbach will generally remedy the situation by a replacement delivery of goods free of deficiencies.

(3) Multiple replacement deliveries are permissible. If after two replacement deliveries the situation is not remedied, the customer has the right to choose rescission of (withdrawal from) the purchase or reduction in the purchasing price.

(4) In cases of breach of obligation due to minor negligence, Meisenbach accepts liability for foreseeable, contract-typical, direct average damage according to the nature of the goods. This also applies in cases of breach of obligation due to minor negligence by Meisenbach's legal representatives and agents.

(5) Meisenbach accepts no liability to companies for breach of non-material contractual obligations due to minor negligence.

## **9. Performance obligations and impairments**

(1) Where through no fault of its own Meisenbach cannot procure the publication or can do so only under significantly aggravated conditions, both parties are freed from their performance obligations. For the period in which performance is prevented, Meisenbach will issue the customer with a credit note that can be offset against the next annual invoice.

(2) If due to service interruptions on the internet or as a consequence of force majeure or industrial action the publisher's digital services cannot be offered, you are not entitled to any benefit, reduction in the purchase price or compensation. In the case of temporary disconnections due to necessary maintenance work or system-related faults on the internet with third-party providers, you are similarly not entitled to any benefit, reduction in the purchase price or compensation. The publisher accepts no liability for the permanent availability of your online access.

## **10. Obligations of the user; usage rights**

(1) The customer of a digital subscription is under an obligation not to reveal his/her password or account details to third parties and to protect such information from access by third parties. The customer is liable for any misuse of the account due to his/her own fault.

(2) The customer may use the services provided for his/her use by Meisenbach only for his/her own information purposes. In this respect the customer is permitted to print out information provided and – where the option to save it is offered by Meisenbach – to store it on data carriers belonging to him/her. Further duplication, distribution or use of the information is not permitted. Specifically, the user is prohibited from passing on the content to third parties or using it for purposes other than information, e.g. in the context of his/her own offers of goods or services. The user's assistants and IT service providers are not third parties in the above sense. Furthermore, the customer may not process the content provided in any way, e.g. by altering, translating or removing copyright marks from it. All rights are reserved by Meisenbach and/or the relevant copyright owner.

(3) The customer undertakes to respect the rights of third parties, including the rights of Meisenbach.

## (IV) General Terms and Conditions for Advertising Customers and Subscribers

### **1. Data protection**

(1) Meisenbach is entitled to process and store the customer's electronic data in accordance with the terms of the data protection regulations. This precludes the transfer of such data to third parties.

(2) In order to determine how its services might be improved for purchasers and customers, general non-identifiable data, specifically statistical data, are collected by Meisenbach on the use of the online and mobile services. Data and information from server protocol files are cumulatively collected and used for statistical purposes and analyses.

(3) Meisenbach uses the data only in its commercial relationship with the customer.

### **2. Place of jurisdiction, place of fulfilment, applicable law**

(1) The place of jurisdiction and place of fulfilment, insofar as the law does not otherwise require, is Bamberg.

(2) So far as permissible, German law alone will apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(3) If any provision of these Terms and Conditions of Business or any provision included in other agreements is or becomes ineffectual, the validity of all other provisions or agreements will not be affected.

### **3. Liability**

(1) In cases of minor negligence, Meisenbach is liable only where obligations of contractual substance are contravened, that is, obligations that ensure the proper performance of the contract and on whose observation the contractual partner can ordinarily rely ('cardinal

obligations'), for foreseeable, contract-typical, direct average damage according to the nature of the service, and furthermore unrestricted in cases of harm to life, limb or health of the customer.

(2) In other respects, Meisenbach's pre-contractual, contractual or extra-contractual liability is restricted to acts of malice and gross negligence.

#### **4. Place of fulfilment and of jurisdiction**

The place of fulfilment and of jurisdiction, insofar as the law does not otherwise require, is Bamberg. Even if the residence or usual domicile of the customer is unknown at the time when a claim is filed, or if after entering into the contract the customer moves his/her residence or usual domicile out of the area where the law applies, Bamberg is agreed to be the place of jurisdiction.

#### **5. Publicity agencies**

Publicity and advertising agencies are obliged to observe the publisher's rate card in their offers, contracts and accounts with advertisers. The agency commission granted by the publisher may not be remitted, either in whole or in part, either directly or indirectly, to the customer.

#### **6. Final provisions**

(1) Side agreements, amendments and additions to these contractual conditions must be in the written form in order to be effective.

(2) German law alone is applicable to the contractual relationship between Meisenbach and the customer, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(3) If the customer is a merchant as defined by the German Commercial Code (HGB), Bamberg is the place of jurisdiction for all disputes arising from or in connection with contracts between Meisenbach and the customer.

(4) If any individual provisions of these General Terms and Conditions is or becomes ineffectual, or if they lose their validity through some later occurring circumstance, the validity of these General Terms and Conditions will otherwise remain unaffected.

(5) Should one of the preceding provisions be without legal force, the validity of the remainder will not be affected.