

**Standard Terms and Conditions
for the placement of advertising material
in digital media in business transactions
with companies of the Rudolf Müller Mediengruppe**

1. Scope of application, general provisions

1.1. These Standard Terms and Conditions (**Terms**) apply exclusively in relation to businesses within the meaning of section 14 of the German Civil Code (BGB), i.e. natural or legal persons who purchase the service for commercial or professional use.

1.2. The following Terms apply exclusively to all business transactions with our customers (**Client**), including to information and consulting services. If our Terms are introduced into the relationship with the Client, they shall also apply to all further business transactions between the Client and us, unless expressly agreed otherwise.

1.3. Deviating terms and conditions used by the Client shall only apply if and insofar as we expressly acknowledge them in writing; otherwise they are hereby rejected. In particular, our silence with regard to such deviating terms and conditions shall not be deemed to constitute acknowledgement or consent; this shall also apply with regard to future contracts.

1.4. Our Terms shall apply instead of any terms and conditions used by the Client, in particular the Client's terms and conditions of purchase (**Client Terms**), if any, even if these Client Terms provide for acceptance of the order to constitute an unconditional acceptance of the Client Terms, or if we perform the order after the Client has made reference to the validity of the Client Terms, unless we have expressly waived the validity of our Terms in a declaration to the Client. The Client Terms shall be excluded even if our Terms do not contain separate provisions on a specific issue.

1.5. If framework agreements or other contracts have been concluded with the Client, these other agreements or contracts take precedence. They are supplemented by these Terms, except if they provide for more specific regulations.

1.6. The following Terms apply to contracts for the placement of advertising material in digital media, with the companies Verlagsgesellschaft Rudolf Müller GmbH & Co. KG, Bruderverlag Albert Bruder GmbH & Co. KG, Charles Coleman Verlag GmbH & Co. KG, FeuerTrutz Network GmbH, Immobilien Manager Verlag IMV GmbH & Co. KG and RM Handelsmedien GmbH & Co. KG (**Publisher**).

1.7. For advertising orders that relate to both digital media as well as magazines, the Standard Terms and Conditions of the medium in which the respective advertising order is to be placed according to the contract shall apply.

1.8. The Publisher and the Client are hereinafter jointly referred to as the "**Parties**".

1.9. Insofar as claims for damages are referred to in the following, this includes claims for reimbursement of expenses within the meaning of section 284 BGB.

2. Advertising order

„**Advertising order**“ is the contract for the publication of one or more advertising materials of an advertiser as the Client in digital media* of the Publisher for the purpose of distributing the advertising material. The advertising order shall be subject exclusively to these Terms and our current price lists and technical advertising material specifications, which we shall provide to the Client free of charge at any time on first request.

*except for ePapers and eMagazines; here, the Standard Terms and Conditions for Advertisements and Advertising Material in Magazines and their Electronic Editions shall apply.

3. Advertising material

3.1. Advertising material may consist of one or more of the following elements:

- an image or text,
- sound sequences and moving images,
- a sensitive area which, when clicked, establishes a connection to other data within the sphere of the Client or a third party via an online and mobile address provided by the Client.

3.2. Advertising material which is not recognisable as such due to its design will be marked as such by the Publisher.

3.3. For the publication of advertising material, the formats shown in our currently valid price list are applicable as a matter of principle. Special forms of advertising are possible after consultation and examination by the Publisher. Special forms of advertising are published in the media information.

4. Conclusion of the contract

4.1. A contract for advertising material can be concluded for one or several advertising materials. Within the framework of these contracts, binding dates for individual publications can be agreed, but it is also possible to process individual orders upon call-off over a period of time, see clause 6.

4.2. Subject to any individual agreements to the contrary, the contract is, as a matter of principle, concluded by:

- the offer to conclude a contract submitted by the Client in written or text form and
- the acceptance of the order by the Publisher's order confirmation in written or text form.

Agreements made by telephone are not binding.

4.3. Insofar as advertising agencies place orders, the contract, subject to other expressed agreements between the Publisher and the Client, is concluded with the advertising agency itself, i.e. the advertising agency shall be the Publisher's contracting partner. Orders from advertising agencies or brokers will only be accepted for advertisers named and identifiable in such orders.

The Publisher is entitled to demand proof of the mandate from the advertising agency prior to the conclusion of the order, and may also request proof of its status as an agency.

5. Contractual performance

5.1. On the basis of the contract concluded, the Publisher shall conclusively only owe placement of the advertising material in the agreed digital medium, i.e. the timely electronic dispatch of the advertising material and of the placement order to the operator of the digital medium in which the material has been agreed to be placed. A legal guarantee or a procurement risk equivalent to a guarantee in accordance with section 276 BGB is not assumed by the Publisher under this contract.

Insofar as the advertising material is not located on one of the Publisher's servers but is delivered via a third-party server (so-called redirect procedure) and the Client insofar, as described in clause 11.2., provides the Publisher with the advertising material by submitting the URL of the advertising material on the Client's or the third-party server, the Publisher shall only owe the attempt to transmit the data via the internet. The risks resulting from this method of provision of the advertising material by the Client, such as error-free delivery and quality of the advertising material, as well as the risk of data breaches, shall be borne by the Client alone.

5.2. The obligations to ensure access to the advertising material by the operator of the digital medium in which the advertising material is to be placed via the world wide web (www), to ensure the quality of access to the advertising material by third parties and the possibility of access to the electronically transmitted placement order by third parties and/or to ensure and/or maintain the functionality of the servers or service capacities of third parties required for the placement of the advertising material are not covered by the Publisher's obligation to perform.

6. Processing period

If the right to call off individual advertising materials is granted within the framework of a contract, the order must be processed in full within one year of the publication of the first advertising material, provided that the first advertising material is called off and published during this period. If this one-year deadline is not met, the Client is obligated to reimburse the Publisher for the difference between the discount granted and the discount corresponding to the actual purchase, subject to further legal obligations.

7. Postponement by the Client

The postponement of an agreed campaign start by the Client is only possible in written or text form and not later than five working days, 2 p.m., before the agreed publication date. It is subject to availability in the agreed digital media for the campaign as requested by the Client. The Publisher's then applicable current conditions and prices as published on the internet or communicated to the Client by the Publisher on first request shall apply to the new publication date.

8. Order extension

As a matter of principle, the Client has the option of calling off additional advertising material beyond the quantity and delivery time agreed in the contract already concluded, in written or text form.

The prerequisites for this are:

- availability of the required capacities in the digital media for the campaign,
- compliance with the processing period pursuant to clause 6,
- receipt by the Publisher of a corresponding, expressed declaration from the Client with a reasonable lead time (5 working days) before the desired publication date and
- confirmation of the desired order extension by the Publisher in written or text form.

9. Cancellation/reimbursement of expenses

Cancellation of the order by the Client free of charge is only possible in written or text form and only until 10 working days before the agreed publication of the advertising material. Receipt of the corresponding declaration at the Publisher's registered office is decisive for compliance with the deadline. If the Client exceeds the deadline, the Publisher may request the following reimbursement of expenses:

- in the event of cancellation received at the Publisher's registered place of business up to 5 working days before the agreed publication, reimbursement of expenses shall amount to 25% of the agreed net price
- in the event of cancellation less than 5 working days before the agreed publication, reimbursement of expenses shall amount to 100% of the agreed net price

in each case plus value added tax. The Client is free to provide proof that no or significantly lower expenses (i.e. at least 10% lower) were incurred.

10. Publication period, placement information and rotation

10.1. The publication period is determined individually according to the booked period.

10.2. The advertising material shall be placed as mutually agreed by the Client and the Publisher. If the Client has not expressed a preference regarding placement of the advertising material on the digital medium booked by the Client, the Publisher's confirmation – with the scope specified in the order – shall be decisive.

10.3. If several advertising materials are supplied for one booking, the Publisher shall rotate them within the framework of the placement of advertising materials, unless the Client has provided instructions to the Publisher in a motif plan as to when which advertising material is to be published.

11. Provision of the advertising material

11.1. The Client is obligated to deliver complete, faultless and suitable advertising materials (e.g. banners, target URL, old text and, if applicable, motif plans) in the final digital form by e-mail to the Publisher's registered office at least five working days before the agreed first publication date. For special forms of advertising, the deadline for receipt is ten working days at the Publisher's registered office. Special advertising forms are published in the media information.

11.2. If the files are stored on a server operated by the Client or a third party, the Client will communicate the URL of the advertising material to be placed, taking into account the aforementioned conditions.

11.3. Any changes to the notified storage location must be coordinated with the Publisher immediately in writing or text form. The foregoing shall apply mutatis mutandis to the addresses specified by the Client to which the advertising material is to refer.

11.4 For advertising material that is objectively unsuitable for the execution of the order or is damaged, the Publisher shall request replacement from the Client. In the event of improper, in particular late, delivery or subsequent changes within the Client's aforementioned performance period, the Publisher shall no longer be obligated to comply with the originally agreed performance period. In this case, the Publisher shall only owe placement of the advertising material without undue delay.

11.5. If, after expiry of the above deadlines, the Client wishes to exchange or modify advertising material or deviate from any existing motif plan, the Publisher shall examine whether these changes can nevertheless be made by the originally agreed publication date. If this is not the case, the original agreement remains in force, unless the Parties expressly agree otherwise.

11.6. The date of receipt by the Publisher is decisive for compliance with the deadline.

11.7. The number of advertising materials or motif exchange requests delivered – or made available by notification of the URL – by the Client must be customary in the industry and quantitatively proportionate in view of the media service booked. The Publisher shall inform the Client if the Publisher has determined that this number is disproportionate.

11.8. The Publisher is not obligated to return the Client's advertising material to the Client. The Publisher is entitled, but not obligated, to archive the advertising material for an unlimited period of time, taking into account relevant data protection regulations.

11.9. In the event that the order cannot be executed due to a breach of duty by the Client, the Client shall nevertheless be obligated to pay the agreed net price.

12. Right of refusal, withdrawal and suspension of the publication of advertising material

12.1. The Publisher reserves the right to reject advertising material, including individual call-offs under a blanket order,

- if its content violates third-party rights, laws or official regulations and/or
- if its content has been objected to by the German Advertising Council in a complaints procedure and/or
- if publication of the material is impossible for the Publisher without the Publisher exposing itself to financial and/or liability risk, due to the content, form, design, origin or technical quality of the material for the technical implementation of the contents of the contract, or due to an the objective risk of damage to the Publisher's reputation, and/or
- if the advertising material contains advertising for third parties.

12.2. The foregoing (pursuant to clause 12.1.) also applies to orders placed with one of the Publisher's representatives.

12.3. Advertising material which contains advertising by or for third parties ("**joint advertising**") requires the prior expressed declaration of acceptance by the Publisher in each individual case, in written or in

text form. Joint advertising allows the Publisher to levy a joint-advertising surcharge of 50% (in the case of 2 or more advertisers) on the Publisher's list price valid at the time of the order. The Client shall be informed by the Publisher without undue delay of the rejection of advertising material under clause 12.1.

12.4. The Publisher is entitled to temporarily suspend the publication of advertising material if, on objective examination, there is sufficient suspicion of illegal content in the advertising material or the website intended for publication to which the hyperlink in the advertising material refers. This applies in particular in cases of investigation proceedings or orders by government authorities or a formal warning issued by an allegedly injured person, unless this is manifestly unfounded. The Client shall be informed by the Publisher without undue delay of the suspension and shall remove the allegedly illegal content without undue delay, or demonstrate and prove its lawfulness. The Publisher may offer to replace the advertising material with alternative advertising material and/or with a hyperlink to another website. The additional costs incurred in this respect which have demonstrably been incurred by the Publisher may be invoiced to the Client; the decision on whether or not to invoice such costs shall be at the Publisher's discretion. The suspension is to be lifted as soon as the suspicion is invalidated.

12.5. In particular, the Publisher is entitled to completely withdraw advertising material that has already been published if the Client subsequently

- makes changes to the content of the advertising material,
- changes the URL of the link, or
- materially, i.e. with regard to the type of content or with regard to its legal neutrality, changes the content of the website to which the link refers without prior consultation with the Publisher.

In this case, the Client is not entitled to a replacement free of charge, but remains obligated to pay the agreed (full) net price.

13. Granting of rights, warranty and indemnification

13.1. The Client shall transfer to the Publisher all copyright usage rights, ancillary copyright and other rights required for the use of the advertising material in the digital media booked or relevant under the provisions of the contract, in particular the right to reproduce, distribute, transmit, broadcast, make publicly available, extract from a database and retrieve, transferable to third parties within the scope of the performance of the contract and to the extent necessary for the execution of the order, in terms of time and content. The aforementioned rights are transferred in all cases without any restrictions as to territory. The aforementioned rights include the right to place advertisements using all known technical methods and all known forms of digital media.

13.2. The Client warrants that it owns all rights necessary for the publication of the advertising material. The Client bears sole responsibility for the content and legal admissibility of the advertising material supplied.

13.3. Legal responsibility, in particular responsibility under competition law, for the content of all advertising material provided shall be borne exclusively by the Client. The Client is obligated to diligently verify and ensure that the content does not violate legal regulations, and warrants that the content of the respective advertising material does not infringe third-party rights. The Client warrants not to disseminate or refer to any illegal or immoral content within the scope of the contractual relationship. Clause 13.2 shall apply accordingly.

13.4. Within the scope of the advertising order, the Client indemnifies the Publisher from and against all claims by third parties which may arise due to the culpable breach of legal provisions and/or culpable breach of the Client's obligations under the contract concluded with the Publisher. In this context, the Client shall also indemnify the Publisher from the costs of the necessary legal defence. The Client is obligated to support the Publisher in the legal defence against third parties by providing information and documents available to the Client.

14. Warranty

14.1. Within the framework of the foreseeable requirements, the Publisher warrants the customary reproduction of the advertising material in accordance with the state of the art, taking into account the services of the agreed digital placement medium at the time of the conclusion of the contract. The warranty does not cover insignificant errors.

14.2. According to the state of the art, it is not possible to ensure a completely error-free reproduction of advertising material at all times.

An error in the presentation of the advertising material shall not be deemed to have occurred if such error is caused:

- through the use of unsuitable display software or hardware (e.g. browser) by the user or the internet service provider,
- if the impairment in the reproduction of the advertising material does not significantly impair its purpose,
- due to disruption of the communication networks (e.g., without limitation, line or power failure) of the Publisher or another operator,
- through computer failure due to system outage or line failure not culpably caused by the Publisher or its vicarious agents,
- through incomplete and/or non-updated temporarily stored offers on so-called proxy servers (intermediate storage) or in the local cache not culpably caused by the Publisher or its vicarious agents and/or
- through a failure of the ad server used by the Publisher that does not last longer than 24 hours (continuously or cumulatively) within 30 days after the start of the contractually agreed placement.

14.3. In the event of a culpable outage of the ad server of the Publisher or of its vicarious agents over a significant period of time (more than 10 per cent of the booked time) of a time-dependent fixed booking, the Client's payment obligation shall not apply for the period of the outage. Any claims of the Client going beyond this are excluded. This shall not apply in the event of injury to life or limb, in the event of mandatory legal liability, in particular under the Product Liability Act (ProdHaftG) and if the Publisher has assumed a performance guarantee or a procurement risk equivalent to a guarantee in accordance with section 276 BGB, in the event of wilful or grossly negligent conduct on the part of the Publisher or its vicarious agents and in the event of a breach of material contractual obligations. "Material contractual obligations" are those whose fulfilment characterises the contract and on which the Client is entitled to rely.

14.4. If the Publisher is responsible for an unsatisfactory reproduction quality of the advertising material, the Client shall be entitled to a reduction in payment or placement of substitute advertising material, but only to the extent of the impairment. If the publication of substitute advertising material is unreasonable for the Client, the Client shall be entitled to a reduction in payment or may withdraw from the order with regard to the portion of the publication period not yet completed; otherwise, the right of withdrawal shall be excluded. The Client's right to claim damages and/or reimbursement of expenses shall be governed by clause 15.

14.5. The Publisher has the right to refuse substitute advertising if this requires an effort which, taking into account the content of the contractual obligations and the requirements of good faith, is grossly disproportionate to the Client's interest in performance, or if such substitute advertising would only be possible for the Publisher at disproportionate cost.

14.6. Outside its sphere of control and the sphere of control of its vicarious agents, the Publisher shall not bear the risk of data loss during transmission and shall, in this respect, not assume any warranty and/or liability for data security. Transfer of risk takes place upon receipt of the advertising material on one of the Publisher's servers.

14.7. The Publisher will immediately remedy more than insignificant disturbances and errors of its servers or servers of vicarious agents and will endeavour to remedy insignificant impairments within a reasonable period of time.

14.8. The Publisher is not obligated to review the advertising material or content provided for accuracy, topicality, completeness, reliability, quality and/or freedom from errors or the non-infringement of laws,

official requirements or third-party rights and does not assume any warranty or liability in this respect, neither expressly nor implicitly.

14.9. The Client can only derive a claim to a price reduction from a reduction in the number of e-mail addresses to which a newsletter is sent if the number of e-mail addresses is more than 10% lower than the number stated in the contractual price list.

15. Liability, exclusion and limitation of liability

15.1. The Publisher's liability vis-à-vis the Client is governed by the statutory provisions, unless otherwise provided for in the following provisions.

15.2. Subject to the following exemptions, the Publisher shall not be liable in the event of a breach of obligations arising from the contractual relationship. In particular, the Publisher shall not be liable for claims of the Client for damages or reimbursement of expenses – irrespective of their cause in law.

15.3. The above exclusion of liability under clause 15.2. shall not apply:

- a) to own wilful or grossly negligent breaches of duty on the part of the Publisher and wilful or grossly negligent breaches of duty by the Publisher's legal representatives or vicarious agents;
- b) to breaches of material contractual obligations; "material contractual obligations" are those whose fulfilment characterises the contract and on which the Client is entitled to rely.
- c) in the event of injury to life or limb, also by the Publisher's legal representatives or vicarious agents;
- d) in the event of default, insofar as a fixed delivery and/or fixed performance date was agreed;
- e) insofar as the Publisher has assumed a guarantee for the quality of a product or the achievement of a specific performance success, or a procurement risk within the meaning of section 276 BGB;
- f) in the event of mandatory liability situations, in particular under the Product Liability Act (Produkthaftungsgesetz).

15.4. In the event that the Publisher or its vicarious agents are only guilty of slight negligence and clauses 15.3. lit. c), e) or f) do not apply, the Publisher shall only be liable for the foreseeable damage typical for the contract, also in the event of a breach of material contractual obligations. Section 254 BGB (contributory negligence) shall remain unaffected.

15.5. The Publisher's liability is limited to a maximum liability amount of EUR 5,000.00 for each individual case of loss or damage. (An individual case of loss or damage exists if a damaging event, when viewed objectively, constitutes a uniform set of circumstances.) This shall not apply if the Publisher is guilty of intent or gross negligence, to claims arising from injury to life or limb, nor in the case of a claim based on a tortious act or an expressly assumed guarantee or the assumption of a procurement risk in accordance with section 276 BGB, nor in cases of deviating mandatory higher liability sums. Any liability on the part of the Publisher going beyond this is excluded.

15.6. The exclusions and/or limitations of liability in accordance with clauses 15.2.-15.5. above and clause 15.7. below apply to the same extent in favour of the Publisher's corporate bodies, executive and non-executive employees and other vicarious agents and subcontractors.

15.7. Insofar as the Publisher is not liable without limitation, claims for damages shall become time-barred one year after the beginning of the statutory limitation period pursuant to sections 199 to 201 BGB.

15.8. The above provisions do not result in a reversal of the burden of proof.

16. Notification of defects

The Client must check the contractual compliance of the placement of the advertising material without undue delay after the first placement and must without undue delay, at the latest within 7 working days after the placement, notify the Publisher at the Publisher's registered office of any recognisable defects, in writing or text form. For hidden defects, the obligation to make notification of defects and the deadline for submission of such notification shall commence upon discovery of such defect. If notification is not made in a timely manner and in due form, any claims the Client may have on account of a breach of duty due to unsatisfactory performance shall be excluded. This does not apply in the case of wilful, grossly negligent or fraudulent acts on the part of the Publisher or its vicarious agents, in the case of injury to life or limb or the assumption of a guarantee of freedom from defects, or a procurement risk in accordance with section 276 BGB or other mandatory liability provisions, in particular under the ProdHaftG.

17. Force majeure

17.1. If events of force majeure of more than insignificant duration (i.e. with a duration of more than 2 working days at the Publisher's place of business) occur, the Publisher shall inform the Client without undue delay, in writing or text form. In this case, the Publisher is entitled to suspend performance for the duration of the hindrance or to withdraw from the contract in whole or in part with regard to the unperformed part of the contract, provided that the Publisher has complied with its above obligation to provide information and has not assumed a procurement risk within the meaning of section 276 BGB or a performance guarantee. The following events are deemed to be equal to force majeure: strike, lockout, government intervention, shortage of energy and raw materials, logistics or performance bottlenecks or obstacles not caused culpably by the Publisher, operational hindrances not caused culpably by the Publisher – e.g. due to fire, water and machine damage – and all other hindrances which, from an objective point of view, have not been culpably caused by the Publisher or its vicarious agents.

17.2. If a performance date has been bindingly agreed and if the agreed performance date is exceeded due to events according to clause 17.1, the Client shall be entitled to withdraw from the contract with respect to the unperformed part of the contract after a grace period of 10 working days at the Publisher's registered place of business has expired unsuccessfully, by informing the Publisher thereof in writing or text form. Any further claims of the Client, especially claims for damages, are excluded in this case. Even if a fixed performance date has not been contractually agreed, the above provision shall apply accordingly if, for the reasons stated in clause 17.1, it is objectively unreasonable for the Client to continue to be bound to the contract.

18. Remuneration, price list

18.1. The remuneration for the Publisher's services shall be based on the Publisher's general price list valid at the time of conclusion of the contract and published on the internet. This price list contains only net prices.

18.2. The agreed net prices are exclusive of statutory value added tax.

19. Discounts

19.1. Discounts are only granted on the pure advertising publication; any special costs incurred, e.g. for changes to the advertising material, are excluded.

19.2. The agency fee is 15 per cent of the net price of the order (base price after all deductions and excluding VAT).

Regarding proof of the mandate and of the status as an agency, see clause 4.3 (2).

19.3. The Publisher does not grant group discounts to affiliated companies.

19.4. If an order is not completed due to circumstances for which the Publisher is not responsible, the Client shall, without prejudice to any further legal obligations, reimburse the Publisher for the difference in value between the discount granted and the discount corresponding to the actual purchase.

20. Payment terms

20.1. The invoice is to be paid within the period of time stated in the Publisher's current price list which is the subject matter of the contract, unless a different payment period or advance payment has been expressly agreed in individual cases. Any discounts for early payment are granted according to the price list mentioned above.

20.2. The remuneration may alternatively be collected by direct debit, subject to prior agreement. The Client undertakes to issue a SEPA mandate if it wishes to participate in the direct debit scheme. Payment will be debited from the designated account no earlier than five working days after the invoice date.

21. Late payment, doubts about creditworthiness

21.1. In the event of default in payment, the Publisher may defer the further execution of the current order until payment has been made, and may demand advance payment for pending placements of advertising material. In the event of objectively justified doubt as to the Client's solvency, the Publisher shall be entitled, even during the term of an contract, to make the publication of further advertising material dependent on advance payment of the relevant amount and on the settlement of outstanding invoice amounts, irrespective of any originally agreed payment deadlines.

21.2. The Publisher is entitled to charge interest on arrears in accordance with the statutory provisions, pursuant to section 288 (2) BGB.

21.3. In the case of advertising orders placed by an advertising agency, in order to secure the Publisher's payment claim against the agency under the concluded contract, the agency shall, upon conclusion of the contract, assign by way of security its corresponding payment claims against the agency's customer to the Publisher, who hereby accepts this assignment. The Publisher may disclose this assignment by way of security to the agency's customer if the agency placing the order is thirty days in arrears with payment of the Publisher's invoice.

22. Termination for cause

The Publisher is entitled to give termination for cause in particular if

- the Client has failed to fulfil its payment obligation despite two reminders sent after the due date for payment and setting a deadline for settlement at the Publisher's registered office of at least 5 days each,
- the Client repeatedly breaches obligations arising from the contract despite a formal warning (Abmahnung),
- the Client culpably commits a misconduct directed against third parties by using the Publisher's offer for illegal purposes or for purposes that are a nuisance to third parties.

In the event of a termination for cause, the Publisher may discontinue publication of the advertising material with immediate effect. In the event of a termination for cause on the part of the Publisher, the Client shall, without prejudice to any further legal obligations, reimburse the Publisher for the difference between the discount granted and the discount calculated after the termination in relation to the actual publication of the advertising material. Otherwise, the statutory provisions shall apply.

23. Data protection

23.1. The Publisher processes personal data in accordance with the EU General Data Protection Regulation (EU GDPR) for the purpose of contract processing and performance, as well as for direct marketing purposes. If the Client has provided an e-mail address as part of its order and has not given the Publisher any further consent, the Publisher shall inform the Client of the Publisher's media offers by e-mail, in accordance with section 7 (3) of the Act Against Unfair Competition (UWG). The Client has the right to object to the use and transmission of its data for advertising, by submitting a corresponding notification by regular mail to Verlagsgesellschaft Rudolf Müller GmbH & Co. KG, Disposition, Stolberger Straße 84, D-50933 Köln or by e-mail to anzeigendisposition@rudolf-mueller.de at any time and with effect for the future. For this, the Client will only incur the transmission costs according to the base tariffs.

23.2. General, non-personal, in particular statistical data on the use of the Publisher's online and mobile services are collected in order to determine the extent to which the offer is of interest to the Client and could be improved. For this purpose, surveys are carried out and data and information from server log files are summarized on an integrated basis and used for statistics and analyses.

23.3. As a participant in market research projects, the Publisher may transmit for publication information on the Client's gross advertising volume at product level to the company carrying out the research, provided that this company guarantees the exclusive use of the data for purposes of advertising statistics.

23.4. Further information on data protection is provided in the Privacy Policy, www.rudolf-mueller.de/Datenschutzhinweis/MediaSales.

24. Modifications and amendments

All agreements, subsidiary agreements, representations and contract amendments must be effected in written form. This shall also apply to declarations waiving the written form requirement. The priority of the terms agreed individually in written, text or oral form (section 305b BGB) remains unaffected.

25. Severability clause

25.1. Should a provision of this contract be or become invalid/void or unenforceable in whole or in part for reasons of the law governing standard terms and conditions according to sections 305 to 310 BGB, the statutory provisions shall apply.

25.2. Should a present or future provision of the contract be or become invalid/void or unenforceable in whole or in part for reasons other than the provisions relating to the law governing standard terms and conditions according to sections 305 to 310 BGB, the validity of the remaining provisions of this contract shall not be affected. The same shall apply if a gap requiring supplementation is identified after the conclusion of the contract.

25.3. Contrary to a potential principle according to which a severability clause is generally merely intended to reverse the burden of proof, the validity of the remaining contractual provisions is to be maintained under all circumstances, and thus section 139 BGB is hereby waived in its entirety.

25.4. In cases other than those covered by the law governing standard terms and conditions according to sections 305 to 310 BGB, the Parties shall replace the invalid/void/unenforceable provision or gap requiring supplementation with a valid provision, the legal and economic content of which corresponds to that of the invalid/void/unenforceable provision and to the overall purpose of the contract. Section 139 BGB (partial invalidity) is expressly excluded. If the invalidity of a provision is based on a measure of performance or time (deadline or date) specified therein, a replacement provision shall be agreed with the legally permissible measure that comes as close as possible to the original measure.

26. Priority of application

In case of conflict, the provisions in these Terms shall take precedence over the provisions in the price lists and discount scales.

27 Place of jurisdiction and applicable law

27.1. The place of performance shall be the Publisher's registered place of business.

27.2. In transactions with businesses, legal entities under public law or special funds under public law, the exclusive place of jurisdiction for legal actions is the Publisher's registered office. Insofar as the Publisher's claims are not asserted through a dunning procedure, the place of jurisdiction for persons other than businesses shall be determined by their place of residence.

27.3. All legal relationships arising from this contract are subject to the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).