GOLDBACH

ONLINE ADVERTISING TERMS AND CONDITIONS OF GOLDBACH MEDIA AG

1. APPLICABILITY

Unless otherwise agreed in writing, these Advertising Terms and Conditions as well as the General Terms and Conditions for Advertising Orders with Group Companies of Goldbach Group AG (hereinafter referred to as "GTC") shall apply to all online advertising orders concluded between the advertising media represented or directly marketed by Goldbach Media AG ("Goldbach Media") and the advertisers. In the event of discrepancies, these Advertising Terms and Conditions shall take precedence over the GTC (available at https://goldbach.com/en/terms-and-conditions/).

Guidelines, restrictions, or special conditions (such as guidelines or GTCs of the advertising media) as well as other deviations from these Advertising Terms and Conditions shall only apply if explicitly agreed upon in writing.

These Advertising Terms and Conditions apply exclusively. Counter-confirmations by the advertiser (hereinafter "the Advertiser") referencing their own advertising terms or general terms and conditions are hereby explicitly rejected. Deviations from these Advertising Terms and Conditions or the Advertiser's general terms and conditions shall only apply if and to the extent that Goldbach Media confirms this in writing.

2. CONCLUSION OF ADVERTISING ORDERS

An advertising order becomes legally binding when Goldbach Media confirms an inquiry from the Advertiser in writing (including via email) and the Advertiser does not object to this order confirmation in writing within 48 hours. Goldbach Media reserves the right to request a written counter-confirmation of the advertising order from the Advertiser.

Any objections or deviations from the order confirmation communicated by the Advertiser after the expiration of the 48 hours shall not alter the legally binding conclusion of the contract as per Goldbach Media's order confirmation. The special cancellation options in accordance with Clause 3.2 below remain reserved.

3. CANCELLATION / CONTRACTUAL PENALTY

3.1. By Goldbach Media

Goldbach Media may cancel advertising orders in the event of unforeseeable and/or unavoidable changes to the offer of the advertising media or their discontinuation, particularly as a result of measures taken by regulatory authorities or courts. Goldbach Media may also cancel up to 6 working days before the start of distribution if a competitive conflict arises between the Advertiser and another contractual partner holding exclusive rights on the specific advertising medium. In all the cases mentioned above, claims by the Advertiser are excluded.

3.2. By the Advertiser

Goldbach Media grants the Advertiser the following special right of cancellation.

The Advertiser may cancel the advertising order by means of a written declaration (email is also sufficient). If the notice of cancellation reaches Goldbach Media up to 7 working days prior to the start of the campaign, the Advertiser may cancel the advertising order without incurring any costs; thereafter, cancellation is only possible against payment of a percentage-based compensation (contractual penalty) measured against the Net2 value (gross amount – discounts – consultant commission) of the respective advertising order (the amounts are exclusive of VAT):

- between 6 and 3 working days: 50%
- less than 3 working days: 100%
- after commencement: 100%

Working days are defined here as Monday to Friday, excluding public holidays.
Any further costs on external websites caused by the cancellation shall be borne by the Advertiser.

4. ADVERTISING MATERIALS

4.1. Delivery

Der Werbeauftraggeber ist verpflichtet, Goldbach Media das für die Distributionsform (Aufschaltung, The Advertiser is obliged to provide Goldbach Media with the material necessary for the distribution format (activation, broadcasting, etc.) of the advertisement (in particular advertising materials and motifs), even within an ongoing campaign, in the format required by Goldbach Media, at their own expense and no later than the following times prior to the confirmed distribution date, subject to deviations in the individual order:

- 3 working days for GIF, JPEG, Redirect Codes or Tags, as well as Rich Media (HTML, Flash)

In individual cases, lead times may vary due to special provisions of the advertising medium. In such cases, Goldbach Media will inform the Advertiser as quickly as possible.

Redirects delivered for the Goldbach Media networks must comply with the secure standard (https).

4.2. Redirect Tags

If Goldbach Media has permitted the Advertiser to use a so-called external ad server for the delivery of the advertising materials, the Advertiser is obliged to transmit the redirect tags (link URL, ad tag) within the delivery deadline according to Clause 4.1 above or the time agreed upon in the advertising order, in the agreed format. If an external ad server is used, the Advertiser guarantees its full and proper functionality as well as the functionality of the redirect tags, ensuring the proper execution of the advertising orders.

4.3. Responsibility for Quality and Liability

The Advertiser and/or the agency are solely responsible for the technical quality and content design of the delivered advertising materials. The content design must comply with the relevant regulations (cf. Clause 6.2 GTC).

4.4. Rejection

Goldbach Media is under no obligation to check the advertising materials provided by the Advertiser and/or the agency. Goldbach Media and the advertising media reserve the right to reject advertising materials provided by the Advertiser for legal, moral, or similar reasons, even for legally binding advertising orders. Goldbach Media is in particular entitled to reject advertising materials due to their origin, content, format, or technical quality. Goldbach Media will notify the Advertiser of any such rejection without delay. In this case, the Advertiser is obliged to promptly provide a new or amended advertising material. If these replacement advertising materials are provided too late to adhere to the agreed distribution time, Goldbach Media's full claim to remuneration remains valid as if the distribution had taken place at the agreed time.

5. DISTRIBUTION

5.1. Principle

The advertising medium shall broadcast the advertisement as agreed. The distribution time and location (placement on site/price category and date) are also fundamentally considered agreed upon, the latter subject to the following provisions of these Advertising Terms and Conditions.

5.2. Placement

Booked advertising formats will be placed by Goldbach Media in accordance with the individually agreed criteria (regarding rate group and/or performance group and/or time and/or location). The advertising spaces booked by the Advertiser are non-transferable.

Subject to any other individual agreement, the Advertiser has no entitlement to the placement of online advertising in a specific position on the respective website or to adherence to a specific access time on the respective website.

5.3. Rebooking by the Advertiser

The Advertiser is entitled to rebook firmly accepted advertising orders within the advertising medium, provided the rebooking request is communicated to Goldbach Media in writing or electronically at least 3 working 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 Media has sufficient free capacities regarding the requested new distribution dates and locations.

5.4. Exclusion of Competitors and Expansion of Offer

An exclusion of competitors is neither agreed upon for a specific advertising medium in general nor for individual campaigns or distributions, nor is it guaranteed by Goldbach Media.

Goldbach Media does not exclude, nor does it guarantee, that no further advertising spaces and/or times will be offered and occupied alongside the respective offers and offer structures published by Goldbach Media.

5.5. Distribution Time, Location / Defects

If the punctual distribution of the advertisement cannot be met due to reasons relating to the design of the website (or mobile site or another advertising medium), due to force majeure (including technical malfunctions), or circumstances beyond Goldbach Media's control, Goldbach Media will reschedule the distribution of the advertisement to another, as equivalent as possible, space within the designated advertising media.

In the event of an insignificant shift / relocation of the distribution (within the advertising medium), for instance due to reasons relating to the design of the website (or mobile site or another advertising medium) or for technical reasons, the agreed rate/price will remain unchanged.

In the event of significant shifts / relocations, Goldbach Media will inform the Advertiser without delay. Significant shifts are understood to mean both distribution outside the agreed day or period, as well as distribution in a different advertising medium. If the Advertiser does not immediately and in writing object to the shifting of the advertisement or its embedding into a different environment (in particular a different site or different part of a site), this shall be deemed as the Advertiser's consent. In the event that the advertisement can neither be brought forward nor made up for, or if the Advertiser objects to the proposed bringing forward, making up, or embedding into a different environment, the Advertiser is entitled to a refund of the base price according to Clause 3.1 of the GTC. Further claims by the Advertiser, in particular a claim for damages, are excluded.

6. FURTHER PROVISIONS

6.1. Cash Discounts

In deviation from Clause 4.1 of the GTC, Goldbach Media exclusively grants non-retroactive individual order discounts in accordance with the official rate documentation.

6.2. Consultant Commissions

In accordance with Clause 4.3 of the GTC, agencies shall receive a consultant commission of 5% for Swiss agencies and a maximum of 20% for foreign agencies, measured against the order value (after deductions and exclusive of VAT).

6.3. Basis of Calculation for Billing

The relevant basis of calculation for the correct execution of campaigns and the creation of their billing is the evaluation from Goldbach Media's ad management tool (Primary Ad Server).

In the case of the integration of Replay Ad bookings in advertising orders, the «RTVA RAP» acts as the Primary Ad Server.

6.4. Invoicing

The effective invoice amount is based on the distribution volumes counted by Goldbach Media according to the preceding Clause 6.3 (Primary Ad Server), which will be disclosed upon the Advertiser's request.

6.5. Payment

Unless agreed otherwise, all invoices must be paid without deductions no later than 30 calendar days after the invoice date.

6.6. Data Use and Data Protection

The Advertiser agrees that Goldbach Media may store anonymized end-user data (including tracking) relating to user behavior via the integration of cookies in the advertising material. Goldbach Media may also use the data collected via such cookies for the delivery of usage-based advertising, for advising its clients, for self-promotion, and for market research for its own purposes.

Without approved participation in the IAB Framework and a correspondingly listed vendor number, the Advertiser is prohibited from setting cookies that do not exclusively belong to the technically necessary delivery mechanics of the ad server used to ensure ad delivery via the ad server.

The Advertiser acknowledges that Goldbach Media automatically determines, stores, and processes the data provided by the Advertiser (name, address, email, credit card details, data for bank transfers) for the purposes of fulfilling the contract and supporting the Advertiser, as well as for sending advertising about other Goldbach Media services.
Further information can be found in the Privacy Policy under the link https://goldbach.com/de/datenschutz/.

The Advertiser agrees to receive electronic mail for the informational purposes mentioned above and in the Privacy Policy. The Advertiser may revoke this consent at any time by sending an email to oba@ch.goldbach.com.

The Advertiser commits to processing data collected as a controller in the course of serving their advertising only in full compliance with data protection regulations and via a valid vendor number registered with IAB Europe. In doing so, they ensure that the policies specified under https://iabeurope.eu/iab-europe-transparency-consent-framework-policies/ are strictly adhered to at all times.

6.7. Confidentiality

The parties commit to keeping information received from the respective other party, as well as other information requiring secrecy—including rebates and comparable price reductions granted to the Advertiser, as well as other terms and media volumes ("Confidential Information")—confidential from third parties. The Confidential Information and other trade and business secrets that have become known as a result of the collaboration must be treated confidentially by both parties even after the termination of the contractual relationship. The contractual partners will use Confidential Information of the respective other contractual partner exclusively for the purposes of executing the advertising orders.

The disclosure of Confidential Information to advertisers is permitted provided that the advertisers commit in writing to Goldbach Media beforehand (i) to pass on the Confidential Information (in particular terms and media volumes) to third parties (in particular consultants and media auditors) only on the condition that the Confidential Information may not be fed into databases and may not be stored and/or otherwise used by the third parties for their own, further, or external purposes, and (ii) not to otherwise forward 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, in turn, previously commit in writing not to pass on the Confidential Information (in particular terms and media volumes) and not to feed this Confidential Information into databases, and not to store and/or use it for their own, further, or external purposes.

Exceptionally, passing on Confidential Information to a media auditor or other third parties for the purpose of creating so-called terms benchmarks is permissible if the media auditor or other third party (i) has entered into the voluntary self-commitment declaration for the creation of methodically correct and transparent data pool-based terms benchmarks, available at https://swa-asa.ch/, and (ii) has committed directly to Goldbach Media or the Swiss Advertisers Association to adhere to this self-commitment.

Upon Goldbach Media's request, the Advertiser must present the signed declaration(s) of commitment. If the Advertiser cannot present a declaration of commitment or if the self-commitment declaration is evidently not upheld by the third party, Goldbach Media is entitled to claim its own damages as well as damages incurred by the advertising media marketed by Goldbach Media.

6.8. Involvement of Third Parties and Transfer to Third Parties

Goldbach Media is entitled to involve third parties to fulfill its contractual obligations. Furthermore, Goldbach Media has the right to fully transfer the contractual relationship to another subsidiary majority-owned by Goldbach Group AG. This does not require the explicit consent of the Advertiser. The transfer will be announced to the Advertiser in good time.

6.9. Modification of the Advertising Terms and Conditions

Goldbach Media reserves the right to amend these Advertising Terms and Conditions at any time. Such amendments will be communicated to the client in an appropriate manner. During an ongoing contractual relationship or campaign, the Advertiser may prematurely terminate the affected contractual relationship in writing within 2 weeks of notification of the amendment. All services obtained in this context up to the time of termination of the contract must be paid in full. Ongoing campaigns will be stopped at the time of contract termination. If the Advertiser fails to provide written notice of termination or continues to make use of the contractual services, they fully accept the modifications to the Advertising Terms and Conditions.

This document is a translation of the original German version, which shall prevail in the event of any discrepancies in interpretation.

Küsnacht, valid as of August 1, 2026