§ 1 Scope of validity, exclusivity
The acceptance and publication of all advertising orders and follow-up orders are governed exclusively by these General Terms and Conditions, as well as by the Publisher’s price lists in effect at the time of conclusion of contract, which form a material component of such contract. The validity of any General Terms and Conditions of the customer is precluded to the extent they are inconsistent with these General Terms and Conditions.

§ 2 Offer, conclusion of contract
1. An “advertising order” in terms of these General Terms and Conditions constitutes the contract concluded on the placement of advertising material or materials in information and communication services, especially the Internet, for distribution. Orders for advertisements may be submitted personally, by phone, letter, fax, or email, or online. The Publisher is not liable for transmission errors.
2. A contract comes into existence only after written confirmation of the order by the Publisher. The price list in effect at the time of conclusion of contract is applicable in each case. The customer can obtain information about the price list directly from the Publisher or at www.hanser mediadecent. de.
3. Advertising for goods or services from more than one advertising customer or other advertisers within a particular advertisement (e.g. banners, pop-up ads…) requires an additional agreement in written form or per email.
4. The Publisher may in its discretion reject advertisement orders, including individual placements in connection with a package contract. This applies, in particular, to advertisements whose content violates laws, standards of public decency, or governmental regulations, to those that have been objected to in complaint proceedings before the German Advertising Standards Council (Deutscher Werberat) or to those whose publication cannot be reasonably expected of the Publisher due to their content, origin, or technical form. The Publisher must give notice of rejection promptly after becoming aware of the relevant content.
5. In particular, the Publisher has the right to withdraw an advertising medium already published if the customer himself belatedly changes the content of the advertising medium or if the data referred to by a link is belatedly changed whereby the conditions of paragraph 4 become applicable.

§ 3 Advertising material
Online advertising material in terms of the General Terms and Conditions can for example consist of the following elements:
- Photos and/or texts, of tone sequences and/or moving pictures (e.g. advertising banners),
- A sensitive area which, when clicked, initiates a connection to further data at an online address that are in the responsibility of the customer (e.g. a link).

§ 4 Prices, payment terms, price reduction
1. The compensation applicable between the Publisher and the customer results from the order confirmation.
2. If a written order confirmation was not given, or if compensation is not evident in the order confirmation, the price list in effect at the time the order was issued is applicable.
3. The price for publication of an advertisement is determined according to the price list currently in effect.
4. In the event the advertisement price list is changed, the new terms apply also to ongoing contracts.
5. Prices may be changed at any time. For orders already confirmed by the Publisher, however, price changes are effective only if they were announced at least one month in advance. In such case, the customer is entitled to terminate, which right must be exercised in writing not later than 14 days after announcement of the price increase. In such case, discounts need not be refunded pursuant to No. 4. Farther-reaching claims of the customer are precluded. If termination does not occur, the price increase is deemed approved for existing orders as well.
6. The discounts described in the price list are granted only to the customer and only for advertisements appearing within a given year (“Advertising Year”). Discounts for repeat orders are valid only during an Advertising Year. Unless agreed otherwise, the period begins to run with the appearance of the first advertisement. The discounts described in the price list are granted only for advertisements appearing during a given year. Unless agreed otherwise, the period begins to run with the time of conclusion of contract.
7. All prices are net of value-added tax applicable on the date of invoice issuance. For advertisement orders emanating from outside Germany that are not subject to value-added tax, invoices are issued without a charge for value-added tax. The Publisher is entitled to invoice for value-added tax retroactively if the tax authorities determine that the advertisement is subject to tax.

§ 5 Positioning of advertising
1. Unless agreed otherwise, the advertisement is placed at the next available time.
2. If several advertisements are booked in advance, same are, when in doubt, to be processed within one year following conclusion of contract. The publication the advertisement is, when in doubt, spread equally over the placement period.
3. The Publisher expressly reserves the right to make editorially related changes to the advertorial platforms, as well as the right to postpone publication dates when necessitated by such changes.
4. The Publisher positions the advertisement taking the customer’s wishes into account to the greatest possible extent. Unless agreed otherwise, the customer has no claim to a specific positioning or to the exclusion of advertising for goods or services of one of the customer’s competitors. Confirmations of positioning are only conditionally valid and may be changed for technical reasons. The Publisher cannot be made liable in such cases.
5. The publisher reserves the right to market digital ads via third parties. The revenues generated through these activities are solely due to the publisher.

§ 6 Contract performance
1. Advertisement orders are to be carried out within one year following conclusion of contract, beginning with the appearance of the first advertisement.
2. The Customer is responsible for the timely delivery of flawless artwork that complies with the technical requirements specified by the Publisher. The Publisher promptly requests replacement for perceptibly unsuitable or damaged artwork. The Publisher guarantees the usual quality within the scope of possibilities afforded by the advertising material. If the Publisher stores the advertising material without being obliged to do so, the storage shall end after a period of maximum 3 months.
3. Should the advertising material not be generally recognizable as such by means of its layout and design, the Publisher is entitled to label advertising material accordingly.
4. The Customer shall bear any costs incurred by the Publisher as a result of changes to the advertising media requested by the Customer or attributable to the Customer.
5. The advertising deadlines and publication dates are non binding for the Publisher. The Publisher reserves the right to adapt these at short notice individually.
6. As a general rule, already submitted orders for advertisements can only be cancelled for significant reasons. Notification of cancellation must be provided at the latest two weeks prior to commencement of the campaign. The campaign must be supplied in written form, per telefax or email. Clients who do not submit a notice of cancellation prior to the above-specified deadlines will be required to pay the cost of the advertising materials. If it is not possible to execute an order for reasons that are
General Terms and Conditions of Business for advertising transactions in online and electronic media

1. If any one or more of these General Terms and Conditions should be or become ineffective, all other provisions remain in full force and effect. An ineffective provision is instead to be replaced by way of supplementary contract interpretation with an arrangement that most closely approximates the economic purpose intended by the parties with the ineffective provision. The same applies to the closing of any gaps herein.

2. Where the performance of an advertising order cannot be effected for reasons that are not attributable to the Publisher (e.g. due to software issues or for other technical reasons), in particular computer failure, force majeure, strike, statutory provisions, disruptions originating from the sphere of responsibility of third parties (e.g. other providers), network providers or service providers or for comparable reasons, the order is limited to foreseeable damages that typically arise. In all other respects, claims for damages against the Publisher are precluded, regardless of legal basis. If the Publisher's liability is precluded or limited under the aforementioned arrangements, this also applies to the personal liability of its employees, representatives, or persons used to perform an obligation (Erfüllungsghiflen). Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected. Other than claims based on tort or wilful misconduct, claims against the Publisher for damages are prescribed 12 months following the date on which the customer learned or should have learned of the circumstances establishing the claim.

3. The Publisher is liable for damages caused by wilful misconduct or gross negligence, for damages from culpable injury to life, body, or health, and for damages resulting from negligent breach of a duty that is of material importance for achievement of the contract purpose (cardinal duty). Other than with regard to liability for wilful misconduct and culpable injury to life, body, or health, the obligation to pay damages is limited to foreseeable damages that typically arise. In all other respects, claims for damages against the Publisher are precluded, regardless of legal basis. If the Publisher's liability is precluded or limited under the aforementioned arrangements, this also applies to the personal liability of its employees, representatives, or persons used to perform an obligation (Erfüllungsghiflen). Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected. Other than claims based on tort or wilful misconduct, claims against the Publisher for damages are prescribed 12 months following the date on which the customer learned or should have learned of the circumstances establishing the claim.

4. The Publisher reserves the right to publish ads which are in breach with the morality, which are racist, sexist or discriminatory in any sense of the meaning,. The evaluation of the subject matter lies within the sole discretion of the publisher.

5. The Customer guarantees and assures that he has obtained all the rights required for the placement of the advertising material. The Publisher bears sole responsibility for the content and legal admissibility of the advertising material. It must indemnify the Publisher against all claims by third parties occasioned by publication of the advertisement, including reasonable costs for legal counsel. The Publisher is not review whether an advertising order interferes with the rights of third parties. If the Publisher is obligated by court order to print a correction or revision based on a placed advertisement, the Customer must bear the costs pursuant to the current advertisement price list.

6. The Customer assigns to the Publisher all rights required for the use of the advertisements in online media of all kinds, including Internet, necessary rights of use and neighboring rights and all other forms of copyright required, including but not limited to the rights of reproduction, dissemination, transfer, transmission, to make publicly accessible, for extraction from a database and retrieval, processing and restructuring, to the extent necessary in terms of time and content for the performance of the order. The rights cited above shall be granted unrestricted in all cases as to location and shall create the entitlement to publish the material in all known technical methods and in all known forms of online media.

7. The Customer assigns to the Publisher all rights required for the use of the advertisements in online media of all kinds, including Internet, necessary rights of use and neighboring rights and all other forms of copyright required, including but not limited to the rights of reproduction, dissemination, transfer, transmission, to make publicly accessible, for extraction from a database and retrieval, processing and restructuring, to the extent necessary in terms of time and content for the performance of the order. The rights cited above shall be granted unrestricted in all cases as to location and shall create the entitlement to publish the material in all known technical methods and in all known forms of online media.

8. Advertising agencies are obligated to adhere to the Publisher's price list in their offers to, contracts with, the Customer.

9. The Customer assigns to the Publisher all rights required for the use of the advertisements in online media of all kinds, including Internet, necessary rights of use and neighboring rights and all other forms of copyright required, including but not limited to the rights of reproduction, dissemination, transfer, transmission, to make publicly accessible, for extraction from a database and retrieval, processing and restructuring, to the extent necessary in terms of time and content for the performance of the order. The rights cited above shall be granted unrestricted in all cases as to location and shall create the entitlement to publish the material in all known technical methods and in all known forms of online media.

10. Advertising agencies are obligated to adhere to the Publisher’s price list in their offers to, contracts with, and accounting statements for advertisers. Commissions granted by the Publisher are calculated based on the net price to customers, i.e. less discounts, bonuses, and rebates for defects. The commission is due only where orders are brokered for third parties. It is paid only to advertising agencies approved by the Publisher, provided that the advertising agency issues the order directly, is responsible for procuring finished, print-ready artwork, and is in possession of a trade registration as an advertising agency. The Publisher is at liberty to reject orders from advertising agencies where there are doubts about the professional exercise of the agency activity or the creditworthiness of the advertising agency. Advertisement orders by advertising agencies are issued in their names and for their account. If advertising agencies issue orders, the contract, when in doubt, thus comes into existence with the advertising agency. If an advertiser becomes a customer, this must be agreed to separately under designation of the advertiser by name. The Publisher is entitled to demand proof of engagement from the advertising agency.

§ 7 Warranty against defects

1. Within the scope of foreseeable requirements, the Publisher guarantees best possible reproduction of the advertising material in line with the generally accepted technical standards. However, the customer understands that, in accordance with the current state of the art, it is impossible to entirely exclude any program errors. The warranty does not apply to immaterial errors. An immaterial error in the rendering of advertising material is especially given if caused

   - by the application of an inappropriate software or hardware (e.g. inaccurate web browser) for rendering media-data or
   - by disturbance of the communication-net of other providers or
   - by failure of a computer for the reason of a system-failure or
   - by incomplete and/or not actualized offerings located on so-called proxies (cache) or
   - by a breakdown of the ad server lasting no longer than 24 hours (cumulated or continuous) within a 30 day period after the beginning of the contractually agreed placement period. In case of a failure of the Ad Server for more than 10% of the booked time in the scope of a time-linked fixed booking, the customer is released from his payment obligation for the duration of the failure. Further claims are excluded.

2. If the reproduction quality of the advertising medium is insufficient and constitutes a considerable error, the customer has the right to a reduction of the fee or a faultless replacement, but only to the degree that the advertising medium was affected. In case of impossibility or failure of the correction or performance the Customer shall have the option to either payment reduction or to rescind the contract. The entitlement to a supplementary performance is excluded if this should incur unreasonable costs for the Publisher.