General Terms and Conditions (GTC)

Effective as of July 1, 2013

Table of contents

1. Preamble 2
2. General 2
3. Publisher 2
4. IASH regulations 4
5. Advertiser 5
6. Publisher accounts 6
7. Advertiser accounts 6
8. Placement of campaigns 7
9. Full-service campaigns 8
10. Manipulation 8
11. Non-competition and anti-circumvention clause 9
12. Warranty and liability, contractual penalty 9
13. Contract period and expiration of the contract; termination with notice 10
14. Termination for cause 10
15. Offsetting, retention, transfer of claims 11
16. Data protection 11
17. Written form 11
18. Place of fulfillment and place of jurisdiction; applicable law 11
19. Final provisions 12

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1. Preamble

1.1. arejo GmbH offers a platform for the marketing of Web sites and the placement of marketing campaigns via the Internet at: **www.adtiger.de** and other URLs (below: AdTiger).

1.2. The contractual partners utilize this service as an advertiser (hereinafter referred to as: "Advertiser") or operator of a Web site (hereinafter referred to as: "Publisher"). The contractual partner has full legal competence or is represented by a legal representative who has full legal competence.

1.3. This General Terms and Conditions regulate the collaboration between AdTiger and the contractual partner.

1.4. The registration with AdTiger constitutes a contractual relationship between AdTiger and the registering party.

2. General

2.1. The General Terms and Conditions apply that are currently published at: **www.adtiger.de**. AdTiger reserves the right to change the General Terms and Conditions at any time.

2.2. The contractual partner will be notified in writing, by e-mail or in another suitable manner about any changes in the General Terms and Conditions. They shall be considered as accepted if the contractual partner does not object within a period of 2 weeks upon the notification. With the notification, AdTiger shall point out expressly to the contractual partner this consequence of his conduct.

The right of the contractual partner to withdraw from the contract due to the change in the General Terms and Conditions remains unaffected therefrom.

2.3. The General Terms and Conditions of the contractual partner is expressly objected to insofar as they deviate from the provisions below. In this respect, the contractual partner's deviating terms and conditions shall not become an integral part of the contract.

The General Terms and Conditions of the contractual partner differing from these provisions shall become an integral part of the contract between AdTiger and the contractual partner, in their entirety or partially, only if the parties make an express agreement in this regard in individual cases.

3. Publisher

3.1. The Publisher with his Web site applies for a participation in the services offered by AdTiger. AdTiger reserves the right to decline applications without giving reasons.

3.2. If the Publisher is operating several Web sites that he wants to be marketed by AdTiger, he has to register each Web site individually. Every further Web site will be examined in turn by AdTiger and may be declined as the case may be.

3.3. When registering, the Publisher determines whether the Web site is to be marketed by AdTiger on an exclusive, partially exclusive or non-exclusive basis. The terms are defined as follows:

a. Exclusive marketing: The Publisher places at least one advertising space administered by AdTiger on the immediately visible area of his Web site; the minimal contractual term for the placement adds up to 6 months. The advertising space is considered to be placed in the immediately visible area when it is visible without scrolling, given a resolution of 1280x1024 pixels.

b. Partially exclusive marketing: The Publisher is free to continue to place Google advertisements or advertisements of regional customers. Only the integration of advertisements of marketers other than AdTiger on the Publisher's site is disallowed. In addition, the Publisher has to incorporate a note on his Web site saying that the site is exclusively marketed by AdTiger.

c. Non-exclusive marketing: The Publisher decides himself if, where and how much AdTiger advertising he will place on his Web site.

3.4. Should the Publisher opt for an exclusive marketing by AdTiger, he has to comply with the following:

a. He has to integrate at least one banner advertising space in the immediately visible area of all pages of his Web site according to Item 3.3., subparagraph a.

b. The advertising space has to be integrated throughout, i.e. it has to be on hand with every page view within the marketing period.

c. The minimal period of AdTiger marketing within the scope of the contractual relationship is 6 months. The right to terminate the contractual relationship with notice before this period has expired is excluded. The right of each contractual partner to withdraw from the contract for cause remains unaffected.

d. The Web site adds a relevant reference to the marketing by AdTiger to its company masthead or another place that is equally suited for possible advertisers.

3.5. Should the Publisher opt for a partially exclusive marketing by AdTiger, he has to comply with the following:

a. The Publisher has to deliver at least a certain amount of AdTiger banner displays each day. The minimum amount is 200,000 each day. Deviations therefrom can be agreed on with AdTiger in individual cases.

b. The advertising space is located in the immediately visible area (Item 3.3., subparagraph a.) of the Web site.

c. The minimum period of AdTiger marketing within the scope of the contractual relationship is 6 months. The right to terminate the contractual relationship with notice before this period has expired is excluded. The right of each contractual partner to withdraw from the contract for cause remains unaffected.

d. The Web site adds a relevant reference to the marketing by AdTiger to its company masthead or another place that is equally suited for possible advertisers.

e. AdTiger and the Publisher may change the partially exclusiveness in individual cases to the effect that AdTiger assumes the national marketing instead of the daily minimum amount of displays. In this case, the conditions of the exclusive marketing apply for the contractual partner, with the exception that the Publisher is free to advertise regional suppliers or himself instead of or in addition to the AdTiger advertising. This proportion of house advertising, however, may not exceed a maximum of 25% of the entire advertising presence.

3.6. Should the Publisher opt for a non-exclusive marketing by AdTiger, he is at liberty to insert AdTiger advertising spaces on his Web site or to refrain from doing so.

3.7. AdTiger reserves the right to convert the marketing of the Publisher from exclusive to partially exclusive or non-exclusive at any time should the Publisher, contrary to the contractual agreement with AdTiger, have placed one or more other marketers on his Web site instead of the exclusive placement of AdTiger, so that AdTiger is shown in rotation with the other marketer(s).

In this case, earnings that have already accrued for the relevant month as well as earnings accruing after the conversion will be remunerated according to the new commission rate.

3.8. Subsequently to the Publisher having gone live and his AdTiger account having been activated, the Publisher has to create corresponding advertising spaces for the pertinent Web site and integrate them with his Web site. Advertising spaces must be integrated exclusively in the immediately visible part of the Web site (Item 3.3., subparagraph a.) or, in individual cases and upon a separate agreement with AdTiger, above the middle of the page. The integration at the bottom of the page or in other locations that are poorly visible is not allowed.

3.9. AdTiger may delete or deactivate Web sites in the Publisher's AdTiger account (Publisher account) for which no advertising space has been created over a period of at least 14 days or for which all advertising spaces together have generated fewer than 1,000 views. The same applies to Publisher accounts if no advertising spaces and/or Web sites were created over a period of at least two weeks, if less than 1,000 views were generated, or if the Web site in the Publisher account had to be deleted/deactivated.

3.10. In the case of an exclusive or a partially exclusive marketing, the Publisher has to integrate the pertinent code in his Web site, which is required for the advertisement to go live, within 2 weeks upon the conclusion of the contract with AdTiger, once he has created the advertising spaces.

3.11. Any current campaigns in conjunction with the type of campaign (view, click, lead or sale) and the corresponding commissions agreed will be listed for the Publisher in the login area.

3.12. For the generation of an activity (view, click, lead, sale) in his advertising spaces, which is required for a campaign, a Publisher will obtain a reimbursement of advertising costs in the amount of

- 70% (for exclusive marketing),

- 60% (for partially exclusive marketing) or

- 50% (for non-exclusive marketing)

of the commission specified for this activity. Types of commission that are not specified (e.g. views in the case of click campaigns) are not remunerated.

The commissions are determined by AdTiger itself at its own discretion prior to the conclusion of the contract. They may but do not have to match the commissions paid by the advertiser.

3.13. The Publisher is obligated to keep his contact data always updated, so AdTiger can reach the Publisher by e-mail, telephone and regular mail at any time.

The Publisher has also to ensure that AdTiger always has the correct and updated data of the Publisher that are relevant for a proper invoicing—in particular in terms of taxes. The Publisher has to inform AdTiger promptly about any changes in his circumstances—especially in terms of his entitlement to pre-tax deduction.

Any breach of this regulation shall incur a contractual penalty according to Item 12.8.

3.14. The Publisher has to keep his Web site accessible and retrievable during the entire duration of the contractual relationship with AdTiger.

The Publisher shall not publish any contents that are illegal, harmful to minors, erotic, pornographic, racist, offensive, extremist, fundamentalist or any other suchlike contents on his Web site. In addition, the Publisher shall not place the advertisement in peer-to-peer file sharing, desktop applications, toolbars, spyware and other applications or on sites dealing with these issues. Sites with the contents of weapons, drugs, prescription drug abuse, gambling/betting, alcohol and tobacco are likewise excluded.

Any culpable breach of this regulation by the Publisher shall incur a contractual penalty according to Item 12.8.

3.15. AdTiger determines itself the placement, kind, number, type and character of campaigns and advertising media in the advertising spaces provided by the Publisher. The Publisher is not entitled to be given certain campaigns or advertising media for the advertising space in question. However, AdTiger endeavors to place advertisement in the advertising spaces so that they will not be empty.

4. IASH regulations

The Publisher has to comply fully with all the items mentioned in this section.

4.1. The Publisher of the Web site either owns the contents that are shown on all URLs, on which activities are running, or he possesses the pertinent rights of use.

4.2. The Web site does not contain “viruses” or any other destructive programming that is capable of impairing or damaging the data, computer systems or software.

4.3. The Web site does not violate applicable law, in particular the regulations for the protection from deceptive or other dishonest advertising; the prohibition of gambling; competition law and criminal law.

4.4. The content of the Web site originating from the Publisher or on behalf of the Publisher does not encompass contents that are damaging to reputation, violate laws on the protection of personal rights or intentionally contain untrue facts for the purpose of deception of legal relations.

4.5. The content of the Web site originating from the Publisher or on behalf of the Publisher does not violate intellectual property rights or any other property rights at any time.

4.6. Neither the Publisher nor the Web site are involved in activities such as pirate copying, computer hacking and other activities that are illegal according to applicable law; nor do they support or facilitate such activities.

4.7. In terms of illegal activities or contents that are put on his Web site without the Publisher's knowledge or awareness of this illegitimacy, the Publisher subjects himself to a so-called notice und takedown policy that complies with the applicable law.

4.8. The Publisher endeavors to an adequate and reasonable extent not to integrate any content with his Web site that is prohibited by the IASH.EU Codex. See the definitions of "blocked inventory types" in Compilation C of the IASH.EU CODE OF CONDUCT (http://www.bvdw.org/medien/iasheu-code-of-conduct-13?media=665).

4.9. The Publisher places the codes/advertisements designated for his Web site exclusively on this Web site and ensures in particular that these codes/advertisements will not be resold or passed on.

5. Advertiser

5.1. The Advertiser applies with his campaign for a participation in the services offered by AdTiger. AdTiger reserves the right to decline applications without giving reasons. Should the application be declined, the Advertiser has no claims for compensation for damage or any other claims against AdTiger.

5.2. If the Advertiser wants to place several campaigns with AdTiger, he has to register each campaign individually. Every further campaign will be examined in turn by AdTiger and may be declined as the case may be.

5.3. Item 3.14. applies analogously to the contents of the advertisements to be placed and the Web sites of the Advertiser.

Any culpable breach of this regulation by the Advertiser shall incur a contractual penalty according to Item 12.8.

5.4. When registering the campaign, the Advertiser stipulates the Web site to be advertised and the amount and type of the commission for AdTiger that he proposes. Accordingly, the commission can be determined as follows:

a. Commission, views: The Advertiser pays a predetermined amount per display of an advertising medium, which belongs to the campaign of the Advertiser.

b. Commission, clicks: The Advertiser pays a predetermined amount per forwarding of a visitor to the Web site of the Advertiser. The forwarding of the customer is usually done by one click on one of the advertising media of the Advertiser.

c. Commission, leads: The Advertiser pays a predetermined amount per performance of a user activity. The Advertiser shall determine prior to the conclusion of the contract with AdTiger which activity the visitor has to perform so that the lead will be recognized as valid. An activity can be: e.g. the registering for the Advertiser's newsletter, the download of a software or the completion and sending of a questionnaire.

d. Commission, sales: The Advertiser pays a predetermined percentage of the turnover generated by AdTiger, which is always the case when a visitor recruited by AdTiger makes a purchase on the Advertiser's Web site. The AdTiger commission is calculated according to the predetermined percentage of the net order value of the customer who is recruited.

e. Combinations of the commission models are also a possibility. A subsequent change of the commission amount is possible only by dint of a separate agreement between the Advertiser and AdTiger in individual cases.

6. Publisher accounts

6.1. AdTiger keeps a separate (virtual) account ("Publisher account") for each Publisher. The commissions earned by the Publisher will be credited to this account as well as paid out to the Publisher from that account.

6.2. AdTiger takes on the administration of the Publisher account for the Publisher. AdTiger shall calculate all accrued commissions of the month that has expired at the end of each month and will credit the pertinent amount to the Publisher account. Amounts on the Publisher account shall be rounded to 2 internal decimal places so that a proper amount in euros is given.

6.3. The Publisher may view his Publisher account at any time. In addition, a breakdown of the services delivered is provided to the Publisher with each monthly invoicing, from which he sees the makeup of the commission amount.

6.4. The payout of the Publisher account is effected automatically and by bank transfer, within 30 days from creation of the particular monthly statement, to the bank details specified by the Publisher in his Publisher account when the balance of the Publisher account has reached or exceeded the minimum amount to be paid out at the time of invoicing.

The minimum amount to be paid out stands at EUR 25.00 for Publishers with a German bank; in all other cases, it is EUR 250.00. If the transfer is done to a non-German bank connection, the costs entailed in the transfer are at the expense of the Publisher.

6.5. The payout is done only once the completed declaration on VAT has been received by AdTiger by e-mail or by regular mail.

6.6. A payout of the Publisher account with a balance of under EUR 25.00 is in any case excluded.

6.7. AdTiger reserves the right to delete Publisher accounts and the associated Publisher accounts of Publishers who did not generate views, clicks, leads or sales over a period of 2 months.

6.8. At the point a Publisher account is deleted and there is remaining credit on the Publisher account in accordance with the foregoing items 6.4 through 6.6, the credit will be transferred to the Publisher. Amounts remaining on the account, insofar as they fall below the sum of EUR 25.00, will not be paid out; instead, they will be offset with the lump-sum operating costs for the deletion of the account, so that the account will be closed with a balance of EUR 0.00.

The Publisher loses all claims – including claims that might emerge in the future – to possibly still accruing sums and commissions upon the deletion of the account.

6.9. Assets on the Publisher accounts do not yield interest.

7. Advertiser accounts

7.1. AdTiger keeps a separate (virtual) account ("Advertiser account") for each Advertiser. The processing of payments of remunerations due for any advertisement that has been placed is done via this account.

7.2. AdTiger takes on the administration of the Advertiser account for the Advertiser. AdTiger will calculate the commissions accruing daily of the past day and will subtract the corresponding amount from the Advertiser account. Amounts on the Advertiser account shall be rounded to 2 internal decimal places so that a proper amount in euros is given.

7.3. The Advertiser has to ensure that his Advertiser account always shows an amount of at least EUR 25.00.

7.4. AdTiger shall inform the Advertiser as soon as the balance on his account falls below the amount of EUR 25 at the time of the invoicing. Subsequently, the Advertiser has to reload the balance in order to guarantee the smooth running of the campaign.

7.5. If the account balance of an Advertiser falls below the amount of EUR 25.00 and the Advertiser fails to reload his Advertiser account at the latest within 7 days subsequent to having been informed by AdTiger, AdTiger is entitled to stop all campaigns of the Advertiser and halt their further delivery until the Advertiser account has been reloaded.

7.6. Should the account balance of an Advertiser fall below the sum of EUR 25.00 and the Advertiser fail to reload his AdTiger account at the latest within 30 days subsequent to having been informed by AdTiger, AdTiger is entitled to delete the account and the campaigns of the Advertiser. Amounts remaining on the account, insofar as they fall below the sum of EUR 25.00, will not be reimbursed; instead, they will be offset with the lump-sum operating costs for the deletion of the account, so that the account will be closed with a balance of EUR 0.00.

7.7. Should the account balance of an Advertiser fall below the sum of EUR 0.00, AdTiger will stop the delivery of the Advertiser's campaigns without prior warning and wait with further delivery until the account has been reloaded.

If the Advertiser in this case fails to have his account reloaded within 30 days after the shortfall, AdTiger is entitled to delete the Advertiser account and charge the Advertiser the commissions that might have accrued up to the deletion of the account.

7.8. The repayment of the amount on the account for Advertisers is categorically possible only insofar as the account balance shows a sum of EUR 25.00 or more. If this is not the case, the sum will not be reimbursed; instead, it will be offset with the lump-sum operating costs for the deletion of the account, so that the account will be closed with a balance of EUR 0.00.

7.9. Assets on the Advertiser accounts do not yield interest.

7.10. AdTiger is free to allow for exceptional regulations for individual Advertisers, which contain the invoicing of the campaign according to an agreed campaign period or campaign volume. The principle that all services are rendered exclusively against prepayment (at least 50% of the expected campaign amount) applies to all new customers.

8. Placement of campaigns

8.1. A campaign is defined by the following parameters:

- Type(s) and amount of commission
- Scope of delivery (e.g. entire net, individual subject areas or certain Web sites)
- Advertising form(s) (e.g. banners, pop-ups, layers, banners and pop-ups, pop-ups and layers and so forth)
- Target Wet site(s) that is (are) advertised
- Volume to be achieved (e.g. 10,000 clicks, 1 million pop-ups or unlimited)
- Special services (e.g. frequency capping, targeting and so forth)

8.2. The Advertiser has to ensure that a sufficient amount of advertising media are allocated to the campaign in question at all times. The number of advertising media and formats has to be selected such that the desired volume is achieved as fast as possible. Which advertising media and formats are required for this purpose can be checked in greater detail with the responsible AdTiger account manager. The advertising media are to be put in the system or delivered to AdTiger, respectively, at least 3 working days before the onset of the campaign.

8.3. In addition, the Advertiser has to ensure that the advertising media provided by him comply with state-of-the-art standards in terms of design and technology and inspire the users to click on them. AdTiger will examine the click rate of the advertising media on a regular basis and is entitled to refuse or deactivate advertising media that show a click rate of below 0.1% (1 click with 1,000 displays).

8.4. When placing lead and sale campaigns, it is additionally necessary to integrate a specific tracking code in the Advertiser's Web site. The Advertiser can learn the pertinent code from his login area. The Advertiser has to implement the aforementioned code properly in his Web site for the duration of the campaign and 30 days beyond that and must not remove it before this period has expired. This procedure is necessary for reasons of an orderly invoicing according to Item 8.5. Furthermore, it is not allowed to have the code displayed only partially or not to display it under certain circumstances, e.g. because a visitor had not been recruited by AdTiger. In the event of non-fulfillment of this requirement, AdTiger is entitled to stop the campaign immediately and terminate the contractual relationship for cause.

Any culpable breach of this regulation by the Advertiser shall incur a contractual penalty according to Item 12.8.

8.5. For lead and sale campaigns, the Advertiser has to credit or cancel the lead/sale at the latest 30 days after the time of the lead or sale. Once the period of 30 days has expired, the option of cancelation expires and the pertinent leads/sales are considered as credits.

8.6. AdTiger takes on the placement and delivery of the advertising media alone and autonomously for all campaigns. AdTiger delivers the advertising media or campaigns at its own discretion, and if required, stops them should they not achieve the success desired.

8.7. The systems of AdTiger are authoritative for the invoicing of the advertising activities, especially for the identification of leads and sales. In the event that the counting systems of a Publisher or Advertiser yields different numbers and there exists a reasonable doubt about the invoicing of AdTiger, the Publisher or Advertiser has to inform AdTiger promptly in order to clarify the issue. A retroactive change of the data counted up to that point is not possible for technical reasons.

8.8. The Advertiser is entitled to demand from AdTiger access to the statistics and/or a CSV export of his campaign(s) of the past week (always Monday, for the period of Monday to Sunday). The Advertiser is obligated to examine the statistics on a regular basis, yet at the latest 3 days upon receipt. In the event he identifies deviations between the statistics provided by AdTiger and the values counted by himself, the Advertiser has to inform AdTiger promptly in order to clarify the issue and determine and rectify the origin of differences in the count. Should the Advertiser fail to raise objections against the numbers presented at the latest 2 weeks upon receipt of the statistics, the numbers are considered as accepted by both sides.

8.9. Provided that nothing else has been agreed, a cancelation of campaigns that already have been booked is possible in the following ways:

- More than 14 days prior to the start of the booking: simple cancelation, no fees
- 14 to 8 days before the start of the booking: 15% cancelation fee
- less than 8 days before the start of the booking: 35% cancelation fee
- after the start of the booking: no cancelation possible

9. Full-service campaigns

9.1. In the event that the Advertiser applies for the conducting of a campaign as a full-service campaign, AdTiger will be commissioned and authorized to start in its own name the campaign applied for by the customer also in other advertising networks, with marketers and partner programs so as to be capable of achieving correspondingly more views/clicks/leads/sales.

9.2. In this context, AdTiger is free to determine the amount of the commission for other partners at a lower or higher sum than the one determined by the Advertiser for the campaign. In this case, however, the Advertiser shall only pay the commissions determined by himself. In addition, AdTiger is entitled to change the type of commissions for other partners, e.g. to change a click campaign into a sale campaign with other partners. In this case, the Advertiser has to ensure that the tracking codes mentioned in Item 8.4. are implemented in the pertinent Web site.

10. Manipulation

10.1. AdTiger will check the accounts and statistics of the Publishers at regular intervals to determine whether possible manipulations are on hand. Any attempt that aims at or results in circumventing the invoicing systems of AdTiger is considered a manipulation, in particular the artificial raising of view or click counts or the fabrication of false leads/sales.

10.2. In addition, any alteration of the codes provided by AdTiger for displaying of the advertising media, irrespective as to its form and purpose, is seen as a manipulation; likewise, the covering, veiling or rendering invisible of advertising spaces and/or the insertion of the advertising spaces in places that are poorly visible (e.g. way at the bottom of a page).

10.3. The display of AdTiger advertising spaces on sites other than the one that has been registered is likewise disallowed. If the AdTiger advertisement is to be placed on another site, the site has to be registered in the login area and activated by AdTiger.

10.4. Furthermore, the Publisher is not allowed to click on the advertising spaces himself to trigger a lead/sale or to ask others to do so either directly or indirectly.

10.5. In the event that a manipulation or an infringement is discovered by AdTiger or the suspicion of a manipulation/infringement is raised, AdTiger will strive to clarify the matter with the Publisher. Should it be confirmed that a manipulation is on hand, AdTiger is entitled to block the Publisher in question and terminate the contractual relationship for cause without notice.

Additionally, a contractual penalty according to Item 12.8. is payable. All commissions that have been accrued by the Publisher up to this point shall remain with AdTiger, offsetting the contractual penalty incurred, so that the account balance of the Publisher account will amount to EUR 0.00 and the account can be deleted.

10.6. AdTiger reserves the right to take further legal action against Publishers who have been expelled for manipulation.

11. Non-competition and anti-circumvention clause

The Publisher is prohibited from concluding agreements on the placement of advertisements on the advertising area(s) with advertisers of AdTiger during the contract period and for 4 months upon termination of the contractual relationship. This prohibition shall apply in particular to advertisers for whom AdTiger has delivered advertisements on the Publisher's Web site or to information about advertisers whom the Publisher has recruited from the contractual relationship with AdTiger.

Any culpable breach of this regulation by the Publisher shall incur a contractual penalty according to Item 12.8.

12. Warranty and liability, contractual penalty

12.1. AdTiger shall operate its service within the framework of its technical possibilities. A warranty of any kind in terms of the Web sites of Publishers and Advertisers cannot be given; nor can the error-free and interruption-free delivery of advertising media be warranted.

12.2. AdTiger is liable for damage for infringements of contractual agreements or provisions in these General Terms and Conditions committed by AdTiger or its legal representatives or sub-contractors only in the event that willful intent or gross negligence is on hand. This does not apply to the liability of AdTiger for damage on account of injury to life, limb or health.

12.3. AdTiger's liability is in any case limited to the amount calculated for the time of the breach of contract on the basis of the Publisher's or Advertiser's average monthly commissions within the past 6 months, insofar as the damage did not result from the breach of essential contractual obligations.

12.4. Furthermore, AdTiger is not liable for possibly missed income or commissions that occurred due to technical or other defects that did not emanate from AdTiger's area of responsibility.

12.5. AdTiger does not assume liability for the Web sites marketed by AdTiger or the advertisements placed by AdTiger. Each Publisher is solely responsible for the content of his Web sites; each Advertiser is solely responsible for the contents of his advertisements. The fact that that the recruitment, placement and invoicing is effected by AdTiger does not establish any claims—also not of third parties—against AdTiger or any legal obligations on the part of AdTiger vis-à-vis third parties.

12.6. The Publisher exempts AdTiger from the claims of third parties that are based on a breach of duty by the Publisher, on the violation of the rights of third parties and/or a violation of law/breach of contract by the Publisher or his sub-contractors and are asserted against AdTiger.

12.7. The Advertiser exempts AdTiger from the possible claims of third parties that emerge from the allegation that his advertisements violate the copyright act, the law against unfair competition, the trademark

law or any other regulations for the protection of fair competition and the assets of others or infringe any other applicable law and are asserted against AdTiger.

12.8. In the event that the Publisher culpably violates Items 3.14., 4.2., 4.4., 4.6., 10. and/or 11. of these General Terms and Conditions, a contractual penalty amounting to the fivefold of the average income of the last three months before the violation occurred, yet a maximum of EUR 5,000.00, is payable.

In the event that the Publisher does not meet his obligations arising from Item 3.13. in proper form and AdTiger is forced to convert retroactively the invoices already provided to the Publisher, a contractual penalty amounting to EUR 25.00 per invoice to be converted is payable.

In the event that the Advertiser culpably violates Item 5.3. and/or Item 8.4. of these General Terms and Conditions, a contractual penalty amounting to the fivefold of the average commissions paid to AdTiger in the last three months before the violation occurred, yet a maximum of EUR 5,000.00, is payable.

The contractual penalty is offset with possible damages AdTiger suffers due to the breach of contract.

13. Contract period and expiration of the contract; termination with notice

13.1. The contract is concluded for an indefinite period—subject to the special provisions of Items 3.4. and 3.5.

13.2. Each contractual party is entitled to terminate the contractual relationship subject to a notice of one week to the end of the month.

13.3. In the event of a termination of the contractual relationship between Publisher and AdTiger according to Item 13.2., the payout of the credit balance on hand on the Publisher's AdTiger account according to Item 6., in observance of the limit of EUR 25.00, shall take place. Commissions that possibly accrue after the time when the termination becomes effective will not be paid out to the Publisher.

13.4. In the event that the Publisher cancels an exclusively marketed Web site, a notice of 3 months has to be adhered to in order to give AdTiger sufficient time to convert the bookings that have accrued. The minimum placement duration of 6 months shall be unaffected therefrom in the case of an exclusive marketing.

13.5. With full-service campaigns, the notice period for Advertisers adds up to 3 months in order to give AdTiger sufficient time to terminate the campaign also with other partners in a timely manner.

13.6. The termination of a campaign of an Advertiser does not mean that the collaboration between the Advertiser and AdTiger is terminated. Beyond the termination, the Advertiser can operate or continue other campaigns with AdTiger or apply for new campaigns.

13.7. The termination of the Web site of a Publisher does not mean that the collaboration between the Publisher and AdTiger is terminated. Beyond the termination, the Publisher can register other Web sites with AdTiger and have them marketed or apply for new Web sites.

14. Termination for cause

14.1. Each contractual partner is entitled to terminate the contract for cause. A cause is given in particular, if

a. the Publisher violates Item 3.14. and/or the Advertiser violates Item 5.3.;

b. the Advertiser violates Item 8.4.;

c. a violation of Item 10. is determined;

14.2. In the case of Item 14.1., subparagraphs a. and c., the contract can be terminated immediately and without giving notice. In all other cases, the party who terminates the contract has to give the other contractual party the opportunity to set things right by giving adequate notice before declaring the termination.

15. Offsetting, retention, transfer of claims

15.1. The contractual partner is entitled to the right of offsetting or retention only in the case of undisputed or legally determined counterclaims.

15.2. The contractual partner can transfer rights arising from the contractual relationship with AdTiger to third parties only upon AdTiger's prior consent.

16. Data protection

With his registration on **www.adtiger.de**, the contractual partner gives his express consent that AdTiger is entitled to collect from the contractual partner, store in AdTiger's own IT systems and use the mentioned data in compliance with this Item 16. and with due regard to existing data protection regulations as well as other existing regulations, in particular those in terms of competition laws and those for the protection of business and company secrets.

16.1. AdTiger collects the following data from contractual partners within the framework of the business relationship:

- user name, password
- first name, last name, company
- address, postal code, city, country
- telephone, fax, mobile phone, e-mail
- bank data, tax number, VAT ID

16.2. The data collected according to item 16.1. shall be stored and used exclusively by AdTiger. The use of the data by companies contracted by AdTiger or the transfer of the data to third parties is done only if the contractual partner has given his consent expressly and in a separate statement.

16.3. Furthermore, the contractual partner expressly agrees that AdTiger is entitled to mention the contractual partner in the advertisement or vis-à-vis third parties as a reference address.

16.4. The contractual partner is not allowed to divulge to third parties any data connected with his contractual relationship to AdTiger. This prohibition applies in particular to statistical data, commissions paid, campaigns placed and money transactions.

17. Written form

17.1. All contractual agreements as well as changes and/or additional agreements between AdTiger and the contractual partner, including the waiver of the written form, require the written form for purposes of proof. No verbal additional agreements will be struck.

17.2. Notifications or communications to contractual partners that are required within the framework of this contractual relationship have to be performed in the written form or by e-mail.

18. Place of fulfillment and place of jurisdiction; applicable law

18.1. Place of fulfillment is Berlin.

18.2. Place of jurisdiction for all disputes arising from or entailed in the contracts concluded between the contractual partner and AdTiger—including claims arising from torts—is Berlin.

18.3. The applicable law is exclusively the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

19. Final provisions

19.1. Should one or more provisions of this GTC or one or more provisions of the contracts concluded between AdTiger and the contractual partner conflict with imperative law entirely or partly, be or become through other reasons invalid, void or reviewable, this does not concern the efficacy of the other provisions. In such a case, the contractual partners will conclude instead of this invalid, void or reviewable provision, such a provision that is economically closest to the void and reviewable provision.

19.2. Insofar as the contract concluded between AdTiger and the contractual partner or this GTC contain loopholes, legally valid regulations are to be applied to fill these loopholes, which the contractual partners would have concluded in accordance with the economic objectives of the contract and the purpose of this GTC, if they had known the loophole.