



## **General Terms and Conditions**

### **easyAd Group AG, Chur, Switzerland**

September 7, 2010

These conditions govern the collaboration between the contracting partner and the easyAd advertising platform, which is operated by easyAd Group AG, Gäuggelstr. 1, CH-7000 Chur, Switzerland.

The contracting parties may be both an advertising space provider, who provides advertising space, as well as an advertiser. Advertising space providers hand over their advertising space to easyAd and easyAd makes this available to advertisers.

A contracting partner may be both an advertising space provider as well as an advertiser through an easyAd account.

### **1. Advertiser**

1.1 The service is available to all advertisers who have registered for the service, who have provided all required data and who have paid for the advertisement (advertising materials) as specified.

1.2 The advertiser is bound to pay for the costs of the advertising materials purchased and other charges claimed for services rendered, including value-added taxes and other taxes or duties that are levied by the government. All prices and fees indicated by easyAd or advertisers (including, but not limited to, maximum offer, daily budget, etc.) do not include value-added tax, unless stated otherwise. easyAd makes tracking tools available and provides information regarding the number of impressions, clicks or transactions, in the event of inconsistency with respect to the advertisement provided. The advertiser agrees that these tracking statistics provided by easyAd be used as the official basis for clarifying these inconsistencies.

1.3 The advertising space provider and easyAd, as well its agents, reserve the right at any time to test, refuse or to remove campaigns and advertising materials at their discretion.

1.4 In order to book an advertisement, the advertiser must deposit funds in the easyAd account. Interest does not accrue on the funds. The costs of booking the advertising materials are charged daily to the easyAd account of the advertiser.

If the easyAd account of the advertiser falls below a minimum fund, the advertisements are stopped.

If the easyAd account of the advertiser has a negative account status, the advertiser is obliged to arrange for an offset of his/her account within 10 days by depositing funds.

1.5 easyAd does not guarantee the advertiser a specific number of ad impressions or clicks.

1.6 The advertiser may not use the easyAd system for transferring, collecting, distributing, storing or destroying material, including, but not limited to, website contents that (a) violate the laws or provisions in force; (b) breach copyright provisions or regulations pertaining to brand protection, business secrets and intellectual property, or that infringe private, public or other personal claims of third parties, including personal customer data; (c) are defamatory, obscene, threatening, slanderous, insulting or otherwise unlawful; or (d) contain personal data, including, but not limited to, names, postal addresses, telephone numbers and e-mail addresses of a person. The service provider retains the right to access an advertiser on the entire easyAd system or sections thereof at any time, whether justified or unjustified, with or without prior notice and without limiting, interrupting or terminating further obligations.

1.7 The advertiser undertakes not to use any devices, software or routines that may interfere with the proper functioning of the easyAd system or activities on easyAd servers or those of authorized third parties. The advertiser undertakes not to carry out any actions that would represent an unnecessary or disproportionately heavy load on hardware, bandwidths or software. The advertiser undertakes not to disturb or hinder the use of the easyAd system by

others. In addition, the advertiser is obliged not to change or manipulate information or material used in connection with easyAd.

1.8 By booking advertising materials in the easyAd system, easyAd grants the advertiser the right to reproduce, publish, display and distribute the advertising materials on all websites or in materials accompanying easyAd documents, including, but not limited to [www.easyad.info](http://www.easyad.info), [easyad-usa.com](http://easyad-usa.com) and [www.easyad.co.uk](http://www.easyad.co.uk), without additional costs. In addition, the advertiser agrees that the advertising space provider or easyAd advertising materials of the advertiser shall be published for free on other websites that are administered by the advertising space provider of easyAd.

1.9 By booking advertising materials with easyAd, the advertiser guarantees that he/she is the holder of all patents, copyrights, brands, service brands as well as all property and other rights. The advertiser agrees that the advertising space provider, easyAd and its agents have the right to publish advertising materials, to present and display the data content (entirely or in part) worldwide and/or to use other advertising in any form, in any medium or in a recognized or future technology, under the terms of this agreement and for the purpose of providing a service and for the publication of the advertising space (as described in this agreement). The advertiser also grants to each user access to the data as well as to the displays, the storage and reproduction of the content. Under the terms and conditions listed above, the advertiser retains all rights in connection with the advertising materials.

1.10 The advertiser acknowledges that the advertising space provider, easyAd or its agents may have in safekeeping the advertiser's contents ("advertiser content") and the advertising materials and may forward them when legally required, or when there is a reason for safekeeping or disclosure for the following reasons: (a) compliance with legal regulations; (b) implementation of the terms and conditions; (c) upon complaints of infringement of third party rights; or (d) safeguarding the rights, property and personal safety of easyAd, the advertising space provider, the user and the public.

1.11 The advertiser declares and guarantees that he/she is authorized to publish advertising materials. The advertiser also ensures that the contents are not unlawful, that they do not infringe the rights of other persons or organizations, and that he/she holds all the required authorizations and publication rights for the displays of the advertising materials.

1.12 The advertiser also declares and ensures that all websites linked to the advertising materials of the advertiser comply with the legal regulations and provisions in countries and regions in which the advertising materials are displayed and that these websites do not infringe nor have they infringed upon the rights of other persons or organizations, and that the contents are not false, defamatory, misleading, obscene, pornographic, threatening, slanderous, offensive or otherwise unlawful.

1.13 The advertiser agrees that the advertising space provider, easyAd, its agents and partners as well as third-party service providers shall give no guarantee with respect to the scope of ad impressions or clicks for advertising materials or advertising space. The advertiser also acknowledges that the advertising space provider and easyAd as well as its agents and third-party service providers shall not interfere with regard to the content of the online distribution and publication of data submitted by the advertiser and are not obliged to examine communication or data in advance, and are not responsible for reviewing and monitoring material that is created by users. The advertising space provider, easyAd, its agents as well as third-party service providers are not liable for damages caused by using or arising from the results of using the published material in terms of the precision, accuracy, punctuality, reliability, etc. of the material.

1.14 The advertiser agrees to abide by the current "Guidelines for Campaigns and Advertising Materials", which are specified on the easyAd website and in his/her easyAd account.

## **2. Advertising space provider**

### **2.1 Membership/full registration**

Registration with easyAd establishes a contractual relationship between easyAd and the registering contracting partner (hereafter the contracting partner shall also be called the "advertising space provider"). The express approval of the advertising space provider by easyAd is a prerequisite for participation in easyAd. To this end, the advertising space provider must register with easyAd and give the requested data in the registration form completely and correctly. The contract and thus the approval for the use of the easyAd system in accordance with the Terms and Conditions are confirmed by an e-mail from easyAd to the advertising space provider.

2.2 Within the framework of implementing an advertising campaign, advertising space providers may take part in the distribution of the advertising campaign. easyAd cannot guarantee participation to the respective advertising space provider. Under no circumstances does easyAd guarantee a percentage of the paid advertising, which it has made available for a website. The length and scope of an advertising campaign as well as the payment of the advertising space provider for his/her participation is based on the circumstances of the particular case and the budget that was made available to easyAd by his/her respective client

for an advertising campaign. easyAd and the advertising space provider sign a contract based on the terms and conditions below. The contract terms and conditions of the advertising space provider are not an integral part of the contract; easyAd has expressly disallowed their inclusion. Through this contract or the use of the easyAd system, the advertising space provider has neither an employer-employee relationship with easyAd nor can the relationship be defined as an agency, joint venture, franchise, sales or a partnership. Due to the particularities of the advertising system described above, this contract contains neither fixed terms nor fixed payment rates. easyAd points out that for its own protection, it reserves the right to terminate the contract at any time.

### 2.3 Content/Advertising Requirements

The advertising space provider guarantees that the sites, data and material made available by it comply with the contractual agreements and with the applicable legal provisions, particularly those concerning the press and fair competition. In particular, no third party rights shall be infringed by the content and advertising of the advertising space provider sites. The advertising space provider guarantees that he/she has acquired all the rights of the holder required for copyright/brand protection, performance protection, privacy rights and other rights with regard to the sites provided by the said advertising space provider. The contents and advertising shall not be unlawful, pornographic, obscene, and shall not potentially incite hate or be offensive in other ways, or affect the enjoyment of the sites by users due to Trojan horses, viruses, worms or other computer programs. Unless expressly agreed, the advertising space provider shall not arrange or promote any competition, lottery, draw, or similar within the framework of the contents and advertising, or in connection with any product without the prior written authorization of easyAd. easyAd accepts no responsibility for compliance with the legal provisions in the event of any authorization or agreement in this regard. The contents must be correct and current. The advertising space provider grants easyAd a worldwide, non-exclusive right to place advertisements on the sites.

2.4 The advertising space provider agrees to abide by the respective current "Guidelines for Advertising Space Providers" which are provided on the easyAd website and in his/her easyAd account.

### 2.5 Participation

Participation in easyAd is subject to prior authorization by easyAd. At its own discretion, easyAd is entitled to refuse to provide services with respect to new or current advertising space providers for whatever reason. The approval of participation in the easyAd program is limited to the domain and/or specific root URL's for which the advertising space provider has applied for authorization from easyAd. easyAd retains the right to refuse or exclude advertising space providers or websites at any time with or without notification. easyAd is entitled to request from the advertising space provider to present descriptions or explanations of the functionality of the website(s) or application(s) of the advertising space provider and the downstream technology. Refusal to provide information or unsatisfactory replies may lead to non-admission or exclusion to the easyAd program. This contract may be terminated by easyAd on sound grounds if the advertising space provider fails in any manner to disclose information about himself/herself, or conceals or misrepresents such information. Each advertising space provider and each associated group can hold only one account. However, each account may comprise several websites/domains. If the advertising space provider receives authorization for several websites/domains, each additional website/domain is subject to the obligations and commitments of this contract. easyAd retains the right to refuse or authorize other websites of the advertising space provider. easyAd is not obliged in any way to authorize websites, even if the additional websites are the property of advertising space providers that have already been authorized. All activities regarding a certain account must be summarized in a report.

### 2.6 easyAd-Websites.

Within the framework of this contract, all websites are the property of easyAd or operated in its name or hosted, e.g., the easyAd registered websites <http://www.easyad.info>, [www.easyad-usa.com](http://www.easyad-usa.com), and [www.easyad.co.uk](http://www.easyad.co.uk), all designated as the "easyAd websites". The advertising space provider agrees that the easyAd websites, their data content or any data removed there from, are to be used exclusively for the purposes of fulfillment of the contract and not for distributing the information contained in the easy-Ad website. The advertising space provider agrees not to use any automatic system, such as agents, robots, scripts or spiders to access his/her account at easyAd, nor to administer the easyAd website, monitor its content or copy, except copying by means of automatic systems that were expressly made available by easyAd, or which were approved in writing in advance (e.g., tools and third party-services authorized by easyAd). The easyAd websites contain headers for excluding robots. The advertising space provider agrees not to bypass the header used by easyAd to exclude robots (nor to use tools, software or routines designed for this purpose) or to interfere or to try to interfere with the same in the smooth functioning of the easyAd websites or the local program or in the easyAd system. The advertising space provider is obliged not to carry out any actions that easyAd considers to be an unacceptable or unreasonably large load on the easyAd websites or the local programs or the easyAd infrastructure.

### 2.7 Services.

The advertising space provider acknowledges that, from time to time, the service of easyAd according to this contract may not be accessible, available or operable for reasons such as: (a) malfunctions of the technical equipment; b) scheduled maintenance procedures or repairs,

which easyAd may carry out from time to time; or (c) reasons beyond the control of easyAd or that easyAd cannot foresee, such as interruptions or a malfunction of telecommunications or digital transmission lines, hostile attacks on the network, the unavailability, the operation or non-accessibility of websites or interfaces, network traffic jams or other malfunctions. However, easyAd will make every effort to offer the service on a continuous basis. Nevertheless, the advertising space provider is aware that easyAd has no influence over the continuous or uninterrupted availability of the service. The advertising space provider is aware that easyAd cannot assume any liability with respect to third parties for the functionality of the websites or interfaces. The terms and conditions of this contract are subject to limitations imposed by easyAd regarding hardware, software and bandwidth traffic. Should easyAd be unable to provide its contractual services due to technical difficulties beyond its control, this does not represent non-performance of its duties according to this contract. easyAd reserves the right to stop offering easyAd systems and easyAd websites at any time. The advertising space provider shall direct all statements concerning easyAd websites or its participation therein directly and exclusively to easyAd.

#### 2.8 No changes in the advertising materials and easyAd code.

The advertising space provider shall not change, copy, remove, sell, reuse or distribute advertising materials or the easyAd banner code prepared by easyAd, without the written permission of easyAd. The advertising space provider shall not copy the easyAd displays, directly display them on its website, divert any traffic on other websites other than those listed by easyAd or the advertiser, or invite users to use other displays or offers other than those listed by easyAd or the advertiser. If the advertising space provider copies or changes the easyAd contents without written permission, no payment shall be made for the campaign. In this case, easyAd is entitled to termination on sound grounds without notice. Authorized changes to the easyAd code are exclusively the property of easyAd.

#### 2.9 House and Default banner.

easyAd acknowledges that, under certain circumstances, it is not in a position to fulfill the requests regarding advertising sent to its server 100% with paid ads.

easyAd shall make available the so-called "House banner" on the website of the advertising space provider if no paid advertising is available. easyAd may likewise display the so-called "House banner" on the website of the advertising space provider when required due to technical difficulties. So-called "House displays" are not paid advertising.

If the advertising space provider has been given the opportunity by easyAd to set up its own default redirects or default advertising materials in easyAd, the advertising materials must comply with the Guidelines for Contents, which are defined for all easyAd advertisers (no contents unsuitable for minors, etc.) Advertising space providers found to use certain displays that violate the limitations of this contract with respect to content are excluded from the easyAd network.

#### 2.10 Network Quality

easyAd does not tolerate or permit any activities that it considers harmful or potentially harmful to its reputation and/or its business or that its advertisers consider harmful. easyAd hires employees that exclusively monitor the websites of the advertising space provider in the easyAd network, ensuring that advertisers enjoy the highest quality standards. easyAd has also developed a modern anti-fraud system and regularly checks the traffic of the advertising space provider. The accounts of advertising space providers that carry out false activities, such as erroneous clicks, false impressions and that have intensified clicks are removed permanently from the easyAd network. Advertising space providers receive no payment for false traffic. easyAd has access to technical means with which the majority of fraudulent forms are detected within several days after the commencement of activity. All advertising materials must be loaded from a server or a server site by easyAd, or by a server authorized by easyAd and hosted by a third party. Stored images that have been loaded from another site do not count for statistics or payment.

#### 2.11 Industrial Property Rights

##### (a) Ownership of industrial property rights.

Subject to the limited usage rights that are granted to the advertising space provider in terms of this easyAd contract, each party remains owner of all rights and of the property with its trade name, logos, brands, service marks, presentation forms, internet domain names, copyright laws, patents, business secrets, know-how and patented technology ("intellectual property"). This also applies to intellectual property that is developed or used in the future. Provided that this contract does not stipulate otherwise, none of the parties may use the intellectual property of the other contracting party without prior express written authorization of the relevant party, in particular, to distribute, sell, reproduce, publish, represent, develop or create from derived work.

##### (b) Ownership of data.

The advertising space provider is aware that all data, such as personally identifiable details of the user, which easyAd created, combined, evaluated and/or derived from these data, are the exclusive property of the advertiser and/or easyAd and are considered as reliable information according to the present contract (See under Clause 5). easyAd and/or its advertisers are entitled to market and promote the user, without additional obligation with respect to the

advertising space provider. The advertising space provider shall not use such information or parts thereof, and in particular, shall not use the information for copying, creating derived work, or selling the information to third parties, and he/she shall not transfer, lease, assign, redistribute, disclose, or distribute such information or otherwise make it available in any way.

#### 2.12 Guarantees

##### (a) Responsibility of the advertising space provider.

The advertising space provider is responsible for the method of distributing the advertising materials. easyAd has no influence on the distribution methods and relies completely on the guarantee of the advertising space provider.

##### (b) Guarantees of the advertising space provider.

The advertising space provider ensures that (1) he/she will comply with all relevant laws and regulations (e.g., the laws against unfair business practices); (2) he/she will not participate in prohibited conduct; (3) he/she will comply with the legal protection of privacy regulations as well as the privacy guidelines from easyAd in their respective applicable version; (4) he/she is at least 18 years of age on the day that this contract enters into force. The advertising space provider is aware that easyAd gives no specific or implied commitments regarding the success of campaigns.

(c) The advertising space provider undertakes to immediately remove all advertising materials and codes from websites used by him/her within the framework of participation in easyAd if requested by easyAd to do so.

#### 2.13 Protection of privacy

##### (a) Obligations.

For easyAd, its affiliates and its advertisers, the protection of the privacy of the user on the Internet is of paramount importance. easyAd is obliged to protect the privacy of users, clients and advertisers, and it shall contribute its share to safeguard the integrity of the internet. The advertising space provider undertakes to abide by fair practices in the gathering of information during the course of the present contract. The advertising space provider shall abide by the provisions of the privacy laws.

##### (b) Requirements regarding protection of privacy.

The advertising space provider shall establish simple privacy guidelines that (1) comply with all relevant public-legal regulations regarding online privacy; (2) describe the type and scope of the data collection and use of information by the advertising space provider and offers the user an opportunity to decide against using this collection and use of data; and (3) essentially contain wording to the following effect:

"We have concluded a contract with easyAd Group AG (Switzerland) for the monitoring of certain sites of our website, in order to obtain reports on traffic on the website, statistics, 'click throughs' during advertising and/or other activities on our website. Provided that they authorized by us, the easyAd Group AG (Switzerland) cookies, web beacons and/or other monitoring technology can be used to collect anonymous statistics about visitors to our website. No personally identifiable information is collected or distributed to other contracting parties such as the advertisers. Further information on how information is collected and used by easyAd Group AG (Switzerland) can be found in the privacy guidelines of easyAd Group AG (Switzerland), which can be seen under [www.easyad.info](http://www.easyad.info).

##### (c) Cookies.

The advertising space provider is aware that (1) cookies are an important means for rating the effectiveness of advertising and for ensuring a strong online advertising industry and (2) efforts are required to sharpen the awareness of the user regarding the use of cookies and their role in preparing free content and other advantages for the users. The advertising space provider shall undertake economically reasonable and appropriate steps to facilitate the awareness of the user with respect to cookies and similar means, as they are designated by easyAd.

#### 2.14 Payment

(a) easyAd determines the payment rates for campaigns on the basis of the individual cases. The payment rates may differ depending upon the market conditions.

(b) Advertising space providers receive earnings from the previous day on a daily basis, and these earnings are credited to their easyAd account. Once the minimum payout limit has been reached, the advertising space provider may request a payment of his earnings via the easyAd system. The payout is prepared and authorized within 14 days. The advertising space provider is entitled to earnings only when the campaigns that led to the proceeds have been paid by the easyAd advertising customers to easyAd.

(c) The advertising space provider expressly acknowledges that he receives payments from the easyAd Group, AG, Switzerland. easyAd reserves the right to pass the charges of the payments invoiced by third parties onto the advertising space provider. All payments specified on the easyAd web sites and on the easyAd system are net. The "Funds" in the easyAd account are always gross and do not accrue interest.

(d) The earnings of an advertising space provider below 0.01 of the respective currency after rounding off are not indicated in the analysis or the account. These earnings are carried forward into the following month and no credit note is written until the earnings have exceeded 0.01.

(e) easyAd reserves the right to allow an arbitrary percentage of the advertising campaign costs as an advertiser rebate or as provisions for third parties. When calculating the earnings of the advertising space provider, the guaranteed rebates and provisions are first deducted from the advertising campaign costs and, subsequently, the remaining advertising campaign costs according to the price agreement are divided between easyAd and the advertising space provider.

(f) The advertising space provider does not invoice easyAd. Invoices issued by advertising space providers are destroyed. Advertising space providers who have registered several URL's receive a combined payment for all URL's. The payouts are issued exclusively in the users account currency. Earnings that have not yet been paid out are carried forward into the next accounting period. Payments to the advertising space provider are subject to provision of the advertising space provider's sales tax number and tax ID number. All payments are based on the figures determined, booked and verified by easyAd.

(g) The payout of earnings is only carried out if the account of the advertising space provider has funds of at least 30 USD (25 EUR, 20 GBP, 35 CHF). Funds in easyAd accounts do not accrue interest. Should the funds of the advertising space provider not reach 30 USD (25 EUR, 20 GBP, 35 CHF) within 3 years since the registration, or if no change in the account status occurs in a period of 6 months, the corresponding account is closed. If the existing funds in the account of the advertising space provider are less than 30 USD (25 EUR, 20 GBP, 35 CHF), they will not be paid out.

(h) Breach of contract or fraud.

If the advertising space provider does not comply with his/her responsibility or if he/she refuses to do so, or if he/she commits a fraudulent act, easyAd reserves the right to withhold payments and to institute legal proceedings. This also applies to clicks without referring URL's, extraordinarily high figures in repeated clicks or clicks from unauthorized root URL's.

#### 2.15 Exemption

The advertising space provider is solely responsible for (1) the website of the advertising space provider and its contents; (2) materials that the user can reach via a link on the website(s) of the advertising space provider; and/or (3) from the campaigns carried out by the advertising space provider. The advertising space provider exempts easyAd and its management, directors, employees, agents, shareholders, affiliated companies, representatives and advertisers (collectively referred to as "easyAd contracting parties") regarding all the costs that arise from the non-compliant actions of the advertising space provider in connection with this contract.

### 3. Guarantee and Liability Limitations

#### 3.1 Exclusion of guarantee.

easyAd provides all services "as seen" and "as available". easyAd is not liable for delays based on accidents, war, acts of God, embargo, and failure of the computer system or other circumstances that are beyond its control.

#### 3.2 Liability limitations.

a) The liability of easyAd for damages of any type is excluded. This exclusion does not apply to damages that were deliberately caused or result from gross negligence by easyAd or to cases of minimal negligence causing injury to body, life, or health, as well as, cases subject to clauses b) and c) below due to a breach of the essential contractual obligations by easyAd.

b) In cases of negligent breach of essential contractual obligations, easyAd's liability – with the exception of injury to life, body or health – however, is limited to damages which are contractually foreseeable by easyAd upon termination of the contract or commission of a breach of duty. An essential contractual obligation is any obligation that is a prerequisite for the proper completion of this contract.

c) If the advertising space provider is a businessman/entrepreneur, then damage claims that are due to minimal negligence by easyAd based on the aforesaid clauses a) and b), are excluded if they have not been pleaded in court within a period of three months following the refusal of the claims with a corresponding indication by easyAd or its insurer.

d) The existing exclusions and limitations of liability in clauses a) to c) also apply to the liability of easyAd for its managerial staff, employees and auxiliary persons as well as for the personal liability of the managerial staff, employees and auxiliary persons of easyAd.

e) The existing exclusions and limitations of liability do not apply to claims pursuant to the Product Liability Act, provided that they are not liable afterwards.

The contracting partner is liable for the use of the account management tools and the activities carried out with them, including the use of the account by third parties, who are authorized to use their customer's name and password. It is the responsibility of the contracting partner to keep the password for the account management confidential.

## 4. Term and notice of termination

### 4.1 Notice of termination.

This contract in its current valid version applies to the advertising space provider, on condition that the advertising space provider distributes advertising materials for easyAd. easyAd reserves the right to terminate the membership of advertising space providers at any time. In the event of a notice of termination, the advertising space provider is only paid for the services rendered by easyAd until notice was given, subject to any counterclaims from easyAd.

If the advertising space provider does not provide an e-mail address in the easyAd system, easyAd may terminate the present agreement without giving notice.

### 4.2 Agreements on the period following the termination of the contract.

The advertising space provider agrees to remove all easyAd codes that were made available to the advertising space provider. In the next scheduled payment period following the notice of termination, all authorized demands for payment that have accumulated up to the time of the notice of termination shall be paid out to the advertising space provider. If the advertising space provider has not reached the minimum payout amount, an administration fee for the costs invoiced that easyAd incurred for setting up and managing the advertising space provider's account. The fee amounts to the possible remaining balance of the advertising space provider's account. With the notice of termination, all connections to the banner code or easyAd links are permanently switched off and the advertising space provider receives no further commissions from this contract, nor does he/she have claim to them. With the notice of termination, any remaining balance from payments made by the advertiser will be refunded. Any bonus credit paid to the advertiser will not be refunded.

## 5. Confidentiality

Each of the contracting parties agrees to send the other information that is confidential and protected for the disclosing parties or a third party, as indicated by the disclosing parties or is to be reasonably agreed to by them as confidential and protected ("confidential information"). The payment rates of the advertising space provider are fundamentally confidential. Each contracting party shall use the confidential information that it has received from the other contracting party only in connection with this contract. Confidential information shall not be mixed with the information or materials of third parties and any copies thereof must be strictly monitored. The receiving party agrees to make all financially reasonable efforts to safeguard the confidentiality and protected interests of the disclosed party, and in any event, not to allow its efforts in this regard to be any less than those it would make to protect its own confidential information. Confidential information contains no details that (even if a party so wishes) (a) is or will be open to the public without an act or default of the receiving party; (b) the receiving party lawfully obtains from a third party, without limitation to the use or disclosure and without breach of this contract or another agreement as well as without the knowledge of the receiving party of violations against any fiduciary duties; or (c) the receiving party had in its possession before the termination of this contract. If a notification to terminate this contract is submitted or this occurs at the written request of easyAd, the advertising space provider must destroy all confidential information prepared by easyAd within the framework of this contract or return it to easyAd.

## 6. Contract Penalties

If the advertising space provider culpably violates one of his/her contractual obligations, he/she is obliged to pay easyAd for each violation a contract penalty determined by easyAd, as well as the amount of the contract penalty to be verified for its adequacy by the competent authority. The contract penalty amounts to at least 6,000 USD (5,000 EUR, 5,000 GBP, 6,000 CHF). Further claims made by easyAd remain unaffected. The set-off against a forfeited contract penalty is only admissible with legally determined or approved counterclaims.

## 7. Collective agreements, amendments

This contract, including its appendices, addenda, the guidelines for advertising space providers, the guideline for campaigns and advertising materials, the privacy guideline from easyAd (in its respective valid versions, which, as references, are an integral part of the contract) represents the entire agreement between the contracting parties. There are no supplementary agreements. Amendments to the contract must be in writing, a "Through click" agreement is considered equivalent to written form. The written form requirement also applies to any waiver of this written-form requirement. Regardless of the above, easyAd has the right to amend ("Amendment") this contract, in whole or in part, while it sets up a revised contract on its websites and in the account of its contracting partner to take effect within a period of five (5) days. The contracting partner can call up the current version of this contract at any time in his/her easyAd account. The continued use of the easyAd system by the contracting partner

after this amendment takes effect is deemed as acceptance of the amended contract by the contracting partner.

## **8. Correspondence**

Unless otherwise stipulated in this contract, both parties must send all correspondence in connection with this contract: (a) to the contracting partner by e-mail or to his/her postal address as indicated in the account of the contracting partner (valid e-mail transmission provided that easyAd does not receive any error message regarding the transmission of the e-mail five (5) days after mailing) and (b) to easyAd at the following address: easyAd Group AG, Gäuggelstr. 1, CH-7000 Chur, Switzerland by registered mail with delivery confirmation.

## **9. Claims assignment**

Claims of the contracting partner arising from this contract shall only be assigned with the prior written approval of easyAd.

## **10. Marketing**

The contracting partner may not publish any information regarding the campaigns, advertising materials, remuneration or the relationship of the contracting partner to easyAd or its customers. For advertising purposes, easyAd may mention its work for and its relationship to the contracting partner. No press releases or general notices to the public shall be issued without the mutual consent of easyAd and the contracting partner.

## **11. Acts of God**

Neither of the parties accepts responsibility under any circumstances for non-performance or delayed performance of their respective obligations arising from this contract for reasons beyond the control of the relevant party, e.g., a power failure, malfunction of internet service providers, failure due to internet service interruptions (e.g., attacks to paralyze services), uprisings, unrest, terrorist acts, armed combat, fires, flooding, earthquakes, explosions, strikes and other acts of God.

## **12. Continued Validity, Severability**

Should a provision of the present contract be or become null and void, this does affect the validity of the remaining provisions of the present contract. The parties shall try to replace the invalid provision with a valid provision, the economic purpose of which comes closest to the invalid provision. The same applies to a loophole in the contract. Under no circumstances shall an invalid or missing provision be replaced by the contractual conditions of the contracting partner.

## **13. Applicable Law, Court of Jurisdiction**

The present contract is governed by the law of Switzerland with the exception of the United Nations Convention on Contracts for the International Sale of Goods. Provided that the advertising space provider is a businessman, a public sector corporation or a public law entity with special public funds, the exclusive court of jurisdiction is agreed to be Chur, Switzerland.