

**Standard terms and conditions  
for advertising media in magazines and online media.**

By placing an order for advertising media in magazines or online media, the customer agrees to the standard terms and conditions and the price list of portfolio Verlag (hereinafter also referred to as the "publisher") in force from time to time.

**1. Scope of application**

1.1. The following standard terms and conditions for advertising media in magazines, newspapers and online media (hereinafter referred to as "standard terms and conditions") of the publisher shall apply exclusively in relation to all customers for all advertising orders and contracts.

1.2. The applicability of the customer's terms and conditions is hereby excluded, unless the publisher expressly consents to their applicability in writing.

The standard terms and conditions of the publisher shall also apply if the publisher, in full knowledge of the existence of any such conflicting or deviating terms and conditions of the customer, performs an advertising order or contract without expressing any reservation.

1.3. These standard terms and conditions shall also apply to all future advertising orders of the customer, even without any further explicit reference hereto.

**2. Advertising order and contract**

2.1. For the purposes of these standard terms and conditions, "advertising order" shall mean the agreement between publisher and customer regarding one or more advertising media, such as advertisements, supplements, banners (hereinafter collectively referred to as "advertising media" or "advertising medium") of an advertiser or other person placing advertisements (hereinafter collectively referred to as "advertisers") in printed material or on information or communication services, such as the internet, for the purpose of distribution.

2.2. For the purposes of these standard terms and conditions, "contract" shall mean the agreement between publisher and customer regarding the publication of advertisements in accordance with the discounts or rebates granted to the advertiser as per the price list, with the relevant publication only taking place upon call-up.

2.3. The contract between customer and publisher is concluded when the publisher confirms the order in writing.

**3. Advertising media**

3.1. Advertising media within the meaning of these standard terms and conditions may consist of one or more of the following elements:

- 3.1.1. Print advertising media
- Advertisements
  - Supplements
  - Bound-in insert
  - other special media tools

3.1.2. Online advertising media

- pictures and/or texts, sound sequences and/or moving images (e.g. banners)
- a sensitive space that, when clicking on it, creates a link to other customer data via the online address specified by the customer

3.2. Advertising media that are not recognisable as such because of editorial layout are clearly identified as advertising.

3.3. Particularly with regard to online advertising media, the customer shall ensure that the advertising media do not enable access to other data or other websites that infringe the law or third-party rights or include objectionable contents (of a racist, pornographic, defamatory or offensive nature or glorifying violence).

**4. Conclusion of contract**

4.1. Subject to any conflicting individual agreements, contracts are concluded through written or e-mail confirmation by the customer. Where the publisher publishes advertising media of the customer as instructed, this shall be deemed to be the order confirmation.

4.2. To the extent that advertising agencies are placing orders, as a rule the contract will be entered with the relevant advertising agency. In the event of a deviating written agreement, the advertiser must be named by the advertising agency. The publisher may request proof from the advertising agency as to who its client is.

**5. Call-up of advertising media**

Advertising media as per no. 3.1. above must be called up for publication within one (1) year of entering into the contract. Where, under an advertising order, the customer has been granted the right to call up advertising media under no. 3.1. individually, the contract shall be performed within one (1) year following publication of the first advertising medium, provided that the first advertising medium is called up within the specified one-year period.

**6. Reimbursement of discounts; cancellation**

6.1. Where one or more call-ups of an advertising order were not performed for reasons not attributable to the publisher, the customer shall – notwithstanding any other legal obligations – reimburse the publisher for the difference between the discount or rebate actually granted and the discount or rebate that would have been available for the number of advertising media actually published.

6.2. Unless otherwise agreed, the customer shall be retrospectively entitled to a discount that corresponds to the advertising media actually placed by the customer within the one-year period, provided that the customer has entered into a contract at the commencement of said period that entitles the customer to an advance discount.

6.3. Print advertising orders may be cancelled, free of charge, until the closing date for advertisements. Where the customer cancels after said closing date, the publisher will charge 100 per cent of the price. Cancellations will not be accepted after the artwork deadline. The publisher reserves the right to charge the full price for the advertisement as per the advertising order or contract.

6.4. Online advertising orders may be cancelled, free of charge, up to 14 days before the first online placement. Where the customer cancels at a later time, the publisher will charge 100 per cent of the agreed price.

**7. Refusal to publish**

7.1. Without accepting any obligation to check, the publisher reserves the right to refuse the publication of, or block, advertising media or individual call-ups under a contract particularly if:

- their contents violate laws or regulatory provisions;
- either the UK's Advertising Standards Authority (ASA) or the German advertising council (Deutscher Werberat) has objected to their content in an official complaints procedure;
- their publication cannot be reasonably expected from the publisher in view of their content, layout, origin or technical form, etc, when applying the uniform and objectively justified principles of the publisher;
- the advertising media contain the promotional material of or for third parties; or
- the advertising media make reference to the magazine or on-line medium in pictures, text or layout.

7.2. Particularly with regard to online advertising media, the publisher may withdraw advertising media that have already been published, if the customer subsequently makes changes to the content of such advertising media or if any data referred to via a link is subsequently modified or any such changes or modifications meet the requirements of no. 7.1. above.

7.3. The customer will be notified, without undue delay, of any refusal to call up advertising media.

7.4. The customer will be notified, without undue delay, of any refusal to publish advertising media.

**8. Umbrella advertising**

Advertising media containing the promotional material of or for third parties (umbrella advertising) require in each individual case the specific prior written approval of the publisher. This also applies to individual call-ups under one contract if the contract has already been confirmed in writing by the publisher. Umbrella advertising entitles the publisher to an umbrella surcharge.

**9. Warranty**

9.1. Upon their publication, the customer shall check the advertising media for any defects without undue delay. Where an obvious defect is detected, the customer shall notify the publisher in writing within four (4) weeks of publication. Non-obvious defects must be communicated in writing within one (1) year of publication. Where the customer fails to comply with said time limits, the publication shall be deemed to have been approved and the customer will forfeit any warranty rights, unless the defect was not detected, neither during inspection nor during the one-year time limit.

9.2. Within the parameters of the foreseeable requirements, the publisher warrants reproduction of the advertising media within the meaning of no. 3.1.2. above that corresponds to the usual and customary 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.

- In particular, the warranty will not apply if an error was caused by:
- using an unsuitable display software and/or hardware (e.g. browser) or
  - the disruption of the communication networks of other providers or
  - computer failure due to system breakdown or
  - incomplete and/or non-updated offers on so-called proxies (temporary storage) or
  - the breakdown of an ad server not exceeding 24 hours (either consecutively or in aggregate) within 30 days from the commencement of the contractually agreed placement.

Where, in the event of a time-based firm booking, any ad server failure lasts for a significant period of time (over 10 per cent of the booked time), the customer's payment obligation shall cease to exist for the duration of such failure. Any further entitlements shall be excluded.

9.3. Where the publication of the advertising media fails to comply with the quality standard contractually owed, the customer shall be entitled to a reduction of the agreed fee or the publication of a substitute free of any defects.

9.4. Where any defects in the advertising material are not obvious, the customer shall have no claim in the event of defective publication. The same shall apply to errors in repeated ad placements if the customer fails to communicate the error prior to the publication of the next ad placement.

**10. Liability**

In accordance with the following provisions, the publisher shall be liable for any and all losses, whether due to breach of contractual obligations or tort:

- 10.1. In cases of gross negligence, the liability in business dealings shall be limited to compensation for reasonably foreseeable damage. However, this limitation shall not apply to the extent that loss or damage was caused by legal representatives or executives of the publisher.
- 10.2. The publisher shall be liable for ordinary negligence only where a material obligation has been breached. In any such cases, liability shall be limited to reasonably foreseeable damage.
- 10.3. Where claims are asserted under the UK product liability law or the German Product Liability Act (*Produkthaftungsgesetz*) or with regard to injury to life, body or health, the publisher shall be liable in accordance with the statutory provisions.
- 10.4. Any claims for defects (other than for non-obvious defects) must be asserted within four (4) weeks from publication. Any claims against the publisher resulting from breach of contractual obligations shall lapse upon expiry of one (1) year after commencement of the statutory limitation period, unless said claims are based on wilful misconduct.
- 10.5. Where periodical printed matter, in which the customer's advertisement should be published as contractually agreed, is published at a later date than the date communicated to the customer, this shall not be deemed to be a default on the part of the publisher.

**11. Proprietary rights**

11.1. Customers warrant that they possess any and all rights required for the placement of advertisements and that they do not infringe the rights of third parties (in particular industrial property rights, copyrights, personal rights, etc) or other statutory provisions. Customers are solely responsible for the contents and the legality of the text and picture materials as well as all advertising materials supplied for insertion. In connection with the advertising order and/or the contract, the customer shall indemnify the publisher with regard to any and all claims asserted by third parties that arise from the publication of the advertising media. Moreover, the customer shall indemnify the publisher from any costs of necessary legal representation. The customer is obligated to support the publisher, in good faith, in its legal defence against third parties by providing information and documents and to notify the publisher, in writing and in good time to comply with the relevant time limits, of any injunctions or temporary restraining orders passed to protect the rights of third parties.

11.2. The customer hereby transfers any and all proprietary rights of use, ancillary copyrights and other rights required for the use of the advertising media in print and online media of whatever kind (including the internet), including but not limited to the right to reproduce, disseminate, transfer, transmit, to make publicly available, to retrieve from a database, to process and to convert, without any restrictions in terms of time or content, to the extent that this is required for the performance of the advertising order. The above rights shall in any case be transferred without any limitation as to location; they give rise to an entitlement of placement via any known technical processes and any known forms of online media.



**12. Prices and terms of payment**

- 12.1. Prices, surcharges, discounts and rebates apply to all customers and are specified in the publisher's price list valid at the time of placing the advertising order or at the time of call-up.
- 12.2. The prices specified do not include value added tax, which will be added at the applicable statutory rate and invoiced separately.
- 12.3. The base price is the fee for the placement of the advertisement. It does not include production costs or any other costs. Where any such costs are incurred, they shall be borne by the customer and will be invoiced separately.
- 12.4. For advertising orders from outside the UK, no value added tax will be added to the invoiced amount, provided that a tax exemption validly exists and is recognised. The publisher reserves the right to recalculate value added tax at the statutory rate owed.
- 12.5. The discounts and/or rebates shown in the price list are available for all advertising media of an advertiser published during any one calendar year. Furthermore, rebates are not available to companies whose corporate purpose includes the placement of advertising orders and the conclusion of contracts for a group of advertisers in order to claim volume discounts.
- 12.6. Payments within 7 days after receipt of invoice. Invoices will be sent out 14 days prior to the relevant publishing date. Full Prepayments is required for all customers unless specified differently in the advertising order. Payment via direct debit will not be accepted. Cash discounts do not apply.
- 12.7. In the event of default in payment or insolvency on the part of the customer, the publisher shall be entitled to make the further performance of the advertising order or contract in progress dependent on the partial or full prepayment of all amounts that are due to the publisher under the advertising order.

**13. Advertising agencies**

- 13.1. Any advertising orders placed by advertising agencies will be accepted under their name and for their account.
- 13.2. In relation to advertisers, advertising agencies are obligated to adhere to the publisher's price lists and contractual agreements with regard to their quotes, contracts and invoices. The agency fee paid by the publisher is 15 per cent of the net amount paid by the customer introduced (gross rate minus customer rebates).
- 13.3. Where a discount changes as a result of additional bookings or cancellation of existing bookings, the agency fee will be recalculated. This may lead to an additional charge or a credit.

**14. Additional provisions for advertising orders pursuant to no. 3.1.1.**

- 14.1. The standard terms and conditions also apply analogously to orders for tip-ins, bound-in inserts and other special media tools.
  - 14.1.1. Delivery to the publisher
    - Advertisements that are only intended for publication in specific issues, editions or places in the printed material as per the advertising order or call-up, must be received by the publisher no later than two (2) days prior to the closing date for advertisements, so that the customer can be notified before said closing date if the publication cannot be realised as intended.
  - 14.2. Text-embedded ads and advertorials
    - 14.2.1. Text-embedded ads are advertisements that are bordered on at least three sides solely by text, and not other advertisements. Advertisements that are not recognisable as advertisements because of their editorial layout, are identified as advertisements by the word "advertisement" or "Anzeige" for our German publications.
    - 14.2.2. Advertorials are sections produced by third parties that are clearly distinguished from the editorial parts by their layout (in terms of font, graphics, colour, column size). The publisher will identify advertorials by the word "advertisement" without prior consultation. The publisher must be provided with advertorials no later than five (5) working days prior to the artwork deadline for checking and approval.
  - 14.3. Artwork and proofs
    - 14.3.1. The customer shall be solely responsible for the timely delivery and impeccable condition of suitable artwork and other advertising media. Any such artwork or advertising media must comply with the format and/or technical requirements specified by the publisher.
    - 14.3.2. The customer shall provide the publisher with contract-proof quality copies by no later than the artwork deadline. Where the customer dispenses with the provision of a contract-proof quality copy, the publisher shall not be liable for the print result.
    - 14.3.3. Following receipt of the artwork, the publisher will send the customer an electronic proof. The publisher will take into consideration any and all error corrections received within the time period set when forwarding the electronic proof. The electronic proof copy forwarded to the customer shall be deemed to have been approved if the customer neither objects to the proof copy in writing nor returns the corrected electronic proof copy within the set time limit.
    - 14.3.4. The publisher will provide proof copies only at the customer's express wish. The customer shall bear any and all costs for proof copies produced at the customer's request. The customer is responsible for the accuracy of any proof copies returned. The publisher will take into consideration any and all error corrections received within the time period set when forwarding the proof copies. The proof copy forwarded to the customer shall be deemed to have been approved if the customer neither objects to the proof copy in writing nor returns the corrected proof copy within the set time limit.
    - 14.3.5. The customer shall bear any and all costs incurred by the publisher as a result of changes to the artwork requested by the customer or attributable to the customer.
    - 14.3.6. Where the publisher has not received the artwork by the relevant deadline, the previous illustration will be used in the case of a contract and a blank page will be used in the case of a one-off ad placement. In addition, the full price for a single ad will be charged. Should the ad space be sold to another customer, the amount charged will be reduced by the amount paid by such other customer. Where the publisher incurs any expenses or suffers any losses as a result of the customer's failure to deliver the artwork on time, the customer shall compensate the publisher for any such expenses or losses.
    - 14.3.7. The publisher shall not be liable if agreed placements cannot be kept or the printing quality is impaired due to late delivery of artwork.
    - 14.3.8. Changes to size, format or colour are not possible after the closing date for advertisements. The publisher shall not be liable for the accurate rendition of advertisements or corrections placed or communicated over the phone. Similarly, the publisher shall not be liable where defects in the artwork only become apparent upon reproduction or printing. In these cases, the advertiser shall have no entitlements if the printed representation is deficient. Any additional costs incurred will be charged.
    - 14.3.9. Artwork will only be returned to the customer upon special request. The publisher is only obligated to keep the artwork for three (3) months following the first publication of the advertisement.

- 14.4. Specimen copies
  - Upon customer request, the publisher will provide a specimen copy at the time of publication. Depending on type and size of the advertising order, cuttings, pages or complete issues will be provided as specimen copies.

**15. Additional provisions for advertising orders pursuant to no. 3.1.2.**

- 15.1. Placement
  - The actual location where the advertising media is placed shall be determined either by agreement or by exercising reasonable discretion; the placement periods are contractually agreed. To the extent that the publisher deems this necessary in view of the layout of the advertising media or the specific advertising environment, The publisher may add a clear marking to any advertising media, identifying them as advertising, without this requiring the customer's approval. Unless otherwise agreed in writing, the publisher is free in how it designs and structures the environment of the advertising media.
- 15.2. Data supply
  - 15.2.1. The customer shall supply proper advertising media in compliance with the publisher's format and technical requirements in good time prior to the start of placements and ensure that said advertising media do not pose any risks, e.g. due to viruses or other technical problems.
  - 15.2.2. To the extent that artwork is not provided by the publisher, it must be provided via e-mail as image files having the required pixel formats. Where it transpires that the advertising media files or materials are unusable or otherwise fail to comply with the contractual requirements, the customer shall be notified as soon as possible, stating the reasons. The customer shall bear the risk of transferring advertising media data and materials.
  - 15.2.3. The publisher's obligation to keep the advertising media shall end three (3) months following their last publication.
  - 15.2.4. The customer shall bear any and all costs incurred by the publisher as a result of changes to the advertising media requested by the customer or attributable to the customer.
- 15.3. Data protection
  - The advertising order shall be performed in accordance with the data protection laws as amended.
- 16. Group discounts
  - 16.1. Where affiliated companies request group discounts, the group status of the Advertiser must be demonstrated by providing written proof. Affiliated group companies within the meaning of this provision are companies holding capital interests in one another of no less than 50 per cent.
  - 16.2. In all cases, group discounts require the express written approval of the Publishing House. Group discounts will only be given for the duration of the group affiliation. The termination of group affiliation must be communicated without undue delay; the entitlement to a group discount will end upon such termination.
- 17. Force majeure
  - 17.1. Events of force majeure will entitle the publisher to postpone publication of the advertising media under no. 3.1.1. above for the duration of any such event. Where, as a result of an event of force majeure, the publisher is unable to publish the advertising media for a period of six (6) months, the publisher shall be released from its duty to publish. Force majeure shall include all circumstances outside the reasonable control of the publisher which either prevent the publisher from publication or make publication unreasonably difficult, such as strike, legitimate lock-out, (civil) war, acts of terrorism, riots, natural disasters, import or export bans, energy or raw material shortages and the non-availability of supplies to the publisher without fault on the part of the publisher. If the publisher is released from the duty to publish, the customer shall be entitled to rescind the advertising order and/or contract.
  - 17.2. Where the performance of an advertising order pursuant to no. 3.1.2. above 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, said order shall be performed subsequently, if possible. Where, following the removal of the disruption, such advertising order has been subsequently performed within a reasonable time frame, the fee entitlement of the publisher shall remain in existence.
  - 17.3. Where events of force majeure only compromise the size of an issue, the publisher shall be entitled to full payment for any and all advertising media published, as long as the publication has been distributed at a level of 80 per cent of the copies sold on average by the publisher during the last four (4) quarters.
- 18. Place of performance and legal venue
  - 18.1. The contractual relationship between the publisher and the customer shall be exclusively governed and construed by UK law.
  - 18.2. Place of performance and legal venue shall be London. Where the customer's domicile or habitual residence (also in the case of private individuals) is not known at the time of filing a suit or if the customer has moved on a permanent basis to a location outside the scope of applicability of UK law, the courts in London shall have exclusive jurisdiction.
  - 18.3. Any and all amendments or supplements to these standard terms and conditions or side letters thereto must be made in writing. This shall also apply to any waiver of this stipulation requiring written form.
  - 18.4. The invalidity or unenforceability of any of the above provisions, whether in whole or in part, shall not affect the validity of the remaining provisions hereof.