

Special Terms and Conditions of Purchasing of the ParshipMeet Group for online media goods and services (as of January 2021)

Preamble

These Special Terms and Conditions of Purchase shall apply to all online media purchases made by the ParshipMeet Group such as display advertising, e-mail marketing and embedding text links (hereinafter collectively referred to as "the Contractual Services"). The General Terms and Conditions of Purchase of the ParshipMeet Group shall apply in addition to these Special Terms and Conditions of Purchase.

Section 1 - Contract conclusion

The Contracting Party provides the contractual services on the basis of the agreements set forth in the respective contract. Unless otherwise stipulated, these agreements are specified in the order placed by the ParshipMeet Group.

Section 2 - Acceptance

(1) The services to be provided by the Contracting Party require acceptance in text form from the ParshipMeet Group. Implied acceptance, particularly through usage of the services by the ParshipMeet Group, is excluded.

(2) Payments made by the ParshipMeet Group do not imply that the ParshipMeet Group accepts that the service is in accordance with the contract or free of defects.

Section 3 - Granting of rights

If the granting of rights to use, for example concerning the ParshipMeet Group's marketing material, is necessary for the Contractual Services, the ParshipMeet Group shall grant the Contracting Party a non-exclusive right of use that is limited in time to the performance of the Contractual Services and can be revoked at any time to the extent required to conduct the marketing campaign/provide the Contractual Services. The Contracting Party shall not be entitled to use the marketing material or other contents for its own purposes, publish or make available such material to third parties in another way.

Section 4 - Processing of personal user data as part of remarketing / retargeting and other tracking mechanisms

Personal user data shall be processed as part of the remarketing / retargeting and other tracking mechanisms in compliance with the statutory provisions. This shall apply in particular to the creation of usage profiles. The Contracting Party shall undertake to provide the ParshipMeet Group in text form with all necessary information regarding the tracking mechanisms used and the data collected in this regard before the beginning of the contractual relationship.

Section 5 - Special provisions for e-mail marketing

(1) Prior to sending a marketing e-mail the Contracting Party must obtain approval for the marketing e-mail from the ParshipMeet Group in text form. The ParshipMeet Group shall only assume liability for the contents of the marketing e-mail if this has been approved in text form by the ParshipMeet Group.

(2) The Contracting party shall be required to take account of the ParshipMeet Group's blacklists (e-mail addresses of persons concerned who do not wish to receive any advertising materials from the ParshipMeet Group). The conclusion of a commissioned data processing agreement under Article 28 GDPR is required between the contracting parties before these blacklists are forwarded. The provisions regarding commissioned data processing by marketing partners of the ParshipMeet Group shall apply in this respect. In this context, the Contracting Party shall forward the contact data of its data protection officer and the technical and organisational measures taken by him/her for the security of personal data to the ParshipMeet Group.

(3) The Contracting Party shall ensure that all e-mail addresses written to for the fulfilment of the contract were generated under a double-opt-in procedure or the recipient of the respective e-mail has demonstrably agreed beforehand to receive e-mail marketing from the ParshipMeet Group.

(4) Should a claim be made against the ParshipMeet Group by a third party entitled to do so due to an infringement of the above-mentioned provisions, the Contracting Party shall indemnify the PARSHIPMEET GROUP upon first request. Furthermore, the Contracting Party shall provide the ParshipMeet Group with all information required for the defence against the legal claims.

Section 6 - Special terms and conditions for advertising as part of the editorial content on websites

(1) If the Contracting Party advertises on websites that are the subject of the contract via editorial content for the ParshipMeet Group, it shall be required to clearly indicate that this is advertising. Any sponsored surveys / test results shall also include a reference to the sponsoring.

(2) To ensure comparability of websites that contain editorial content the Contracting Party shall abide by the communication rules stipulated by the ParshipMeet Group, especially regarding discounted memberships.

(3) The Contracting Party shall not advertise its websites with keywords that indicate that Internet users would be directly led to the websites operated by the ParshipMeet Group via these keywords. These include, inter alia (not exhaustive), the trademarks of the ParshipMeet Group and trademarks containing typing errors.

Section 7 - Special terms and conditions for the use of advertising material (e.g. banners or text links) of the ParshipMeet Group

(1) The contracting parties shall not be mutually liable for the interrupted availability of the websites respectively operated by them.

(2) The ParshipMeet Group is the sole contracting party of the online users who have registered via banners or text links connected to the websites of the ParshipMeet Group.

(3) The ParshipMeet Group shall ensure that the advertising material provided does not infringe any rights of third parties.

(4) The Contracting Party shall be responsible for the proper integration and display of the advertising material to the outside world. If a claim is made against the ParshipMeet Group due to an infringement of this obligation, the Contracting Party must indemnify the ParshipMeet Group against these claims upon first request.