

## **Special Terms and Conditions of Purchase of the ParshipMeet Group for deliveries and services from the online media sector (Version: July 2024)**

### **Preamble**

These Special Terms and Conditions of Purchase shall apply to all online media purchases of the ParshipMeet Group, such as display advertising, email advertising, and the integration of text links (hereinafter collectively referred to as "the Contractual Services"). In addition to these Special Terms and Conditions of Purchase, the General Terms and Conditions of Purchase of the ParshipMeet Group apply.

### **1 Conclusion of Contract**

The Contracting Party shall provide the ParshipMeet Group with the Contractual Services on the basis of the arrangements in the respective agreement. These arrangements are determined by the order placed by the ParshipMeet Group, unless otherwise agreed.

### **2 Acceptance**

(1) The services to be provided by the Contracting Party shall require, if contractually agreed, written acceptance by the ParshipMeet Group. Implied acceptance, in particular by the ParshipMeet Group making physical use of the service, is excluded.

(2) Payments made by the ParshipMeet Group do not constitute acceptance of the service as contractually compliant or free from defects on the part of the ParshipMeet Group.

### **3 Granting of rights**

Insofar as the granting of rights of use, for example to advertising material of the ParshipMeet Group, is necessary for the Contractual Services, the ParshipMeet Group shall grant the Contracting Party a non-exclusive right of use, limited in time to the fulfillment of the Contractual Services and revocable at any time, insofar as it is necessary for implementation of the advertising placement/Contractual Services. Without the prior written consent of the ParshipMeet Group, the Contracting Party shall not be entitled to use the advertising material or further content for its own purposes, to publish it or to make it available to third parties in any other way.

### **4 Processing of personal user data within the scope of remarketing / retargeting and other such tracking**

Personal user data within the scope of remarketing / retargeting and other tracking shall be processed by the Contracting Parties in compliance with the statutory provisions. This applies in particular to the creation of usage profiles. The Contracting Party shall be obligated to provide the ParshipMeet Group with all necessary information about the tracking mechanisms used and the data collected in this respect, in writing, before the start of the contractual relationship and to use the forms of the ParshipMeet Group provided for this purpose.

Should the conclusion of further contracts be necessary in order to comply with statutory requirements (such as joint controller agreements or order processing agreements), the Contracting Party shall be obligated to conclude such contracts.

### **5 Special provisions for sending email advertising**

(1) Before sending the respective email advertising, the Contracting Party must obtain written approval for said email advertising from the ParshipMeet Group. The ParshipMeet Group shall only accept liability for the content of email advertising insofar as the ParshipMeet Group has given its approval in writing.

(2) The Contracting Party shall be obligated to give due consideration to the blacklists of the ParshipMeet Group (email addresses of data subjects who do not wish to receive advertising from the ParshipMeet Group), if any, before sending email advertising. Prior to the transfer of such blacklists, the conclusion of an order processing agreement pursuant to Art. 28 GDPR is required between the Contracting Parties. In this respect, the provisions for order processing by advertising partners of the ParshipMeet Group shall apply. In this context, the Contracting Party shall provide the ParshipMeet Group with the contact details of its data protection officer and details of the technical and organizational measures taken by the Contracting Party to ensure the security of personal data.

(3) The Contracting Party shall warrant that all email addresses contacted for the fulfillment of the associated contract have been generated in a double-opt-in procedure or the recipient of the respective email has demonstrably agreed to the receipt of email advertising from the ParshipMeet Group in advance.

(4) Should a claim be made against the ParshipMeet Group by a justified third party due to a breach of the aforementioned regulations, the Contracting Party shall indemnify the ParshipMeet Group upon first request. Furthermore, the Contracting Party shall immediately provide the ParshipMeet Group with all information necessary for a defense against the legal claims. This also includes – where relevant – the individual case-related, transparently documented double opt-in as per the relevant statutory requirements.

### **6 Special conditions for advertising within the scope of editorial content on websites**

(1) Insofar as the Contracting Party advertises for the ParshipMeet Group on websites that are the subject matter of the contract using editorial content, the Contracting Party shall be obligated to make a clearly recognizable reference to the fact that said content is advertising. Any sponsored surveys / test results must also be marked with a reference to sponsorship.

(2) To ensure comparability among websites with editorial content, the Contracting Party shall comply with the rules for communication specified by the ParshipMeet Group, in particular regarding discounted memberships.

(3) The Contracting Party shall not advertise its websites with keywords which suggest that Internet users would directly access websites operated by the ParshipMeet Group using such keywords. This includes, but is not limited to, the brand names of the ParshipMeet Group and any typographical error brand terms.

### **7 Special conditions for operating advertising media (e.g. banners or text links) of the ParshipMeet Group**

(1) The Contracting Parties shall not be liable to each other for outages of websites operated by them respectively.

(2) The Contracting Party for online users who have registered on the pages of the ParshipMeet Group via banners or text links shall be the ParshipMeet Group exclusively.

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

(4) The Contracting Party shall be responsible for the proper integration and external presentation of advertising media. Insofar as a claim is made against the ParshipMeet Group by a justified third party due to a breach of this obligation, the Contracting Party must indemnify the ParshipMeet Group against such claims on first request.

### **8 Use of generative artificial intelligence**

If the content subject to the Order was created using software or systems that use machine learning technologies, artificial intelligence or similar technologies to generate content, the Contracting Party is obliged to inform ParshipMeet Group about this and to indicate the extent to which the content was created by this software or system. The Contracting Party warrants that it is authorized to create the work results using the aforementioned software or systems and to share them with the ParshipMeet Group for the purpose of use by the latter.