

General Terms and Conditions Digital of Ringier AG (Ringier Advertising)

dated 27 March 2026

1. General

1.1. Scope of Application

The General Terms and Conditions Digital of Ringier AG (“GTC”) apply to all advertising orders and govern the conclusion, content and execution of contracts relating to the services offered by Ringier AG (Ringier Advertising) for the integration of advertisers into advertising media of electronic media owned by inventory owners.

The GTC of Ringier Advertising apply exclusively. Any counter-confirmations by the advertiser or the agency (contractual partner) referring to their own terms and conditions are hereby expressly rejected. Deviations from these GTC or the contractual partner’s terms shall only apply if and to the extent that Ringier Advertising has confirmed them in writing.

For e-commerce transactions of individual partners integrated into the inventory owners’ offerings, the respective current terms and conditions of the shop providers shall apply, which can be accessed on their websites.

1.2. Definitions

“Inventory owners” are companies that have made their inventory (in whole or in part) available to Ringier Advertising for marketing.

“Advertisers” are individuals or companies who advertise for themselves, their products and/or services, or for products and/or services distributed by them.

An “advertising order” is any contract between Ringier Advertising and the contractual partner regarding the integration of any form of commercial communication (“advertising material”) of the advertiser into an advertising medium of an inventory owner.

The “contractual partner” is either the advertiser itself (regardless of whether it contracts directly or via an advertising or media agency) or an advertising or media agency (agency), provided that the latter is the actual contractual partner of Ringier Advertising and enters into the contractual relationship in its own name and on its own account.

“Advertising media” means all electronic media of the inventory owners marketed (in whole or in part) by Ringier Advertising.

As a rule, those formats listed in the currently valid offer or price list – available at www.ringier-advertising.ch/digital – qualify as advertising materials. Special formats and advertising forms are possible subject to consultation and review by Ringier Advertising. Ringier Advertising is entitled to change or remove the offered advertising materials at any time. The offering also includes a dynamic publisher network (including third-party platforms), the composition of which may change at any time by replacing, removing or adding individual publishers.

1.3. Representation by an Agency

Advertising orders from agencies in the name and on behalf of the advertiser (client of the agency), as well as in the name of the agency and on behalf of the advertiser (indirect representation), are only accepted by Ringier Advertising for specifically named clients.

The agency acting vis-à-vis Ringier Advertising shall inform Ringier Advertising prior to the conclusion of the contract whether it acts in the name and on behalf of the advertiser (direct representation) or in its own name and on behalf of the advertiser (indirect representation). In the case of direct representation, the advertiser is the contractual partner of Ringier Advertising; in the case of indirect representation, the agency is the contractual partner of Ringier Advertising. Insofar as there is uncertainty regarding representation, the contract shall be deemed concluded with the agency itself (indirect representation).

Ringier Advertising is entitled to request proof of mandate or a power of representation from agencies. In the power of representation issued by it, the advertiser undertakes to inform Ringier Advertising immediately of any revocation of the order or the power of representation granted to the agency. The advertiser declares in the power of representation that it is responsible for the content of the agreement, in particular for its form and legality, and shall be liable for any consequences of non-compliance with statutory provisions. The advertiser shall be liable towards Ringier Advertising for payment of the services listed in the agreement and the corresponding invoices issued by Ringier Advertising in the name of the representative. Any rights of recourse of the advertiser against the agency form part of the bilateral legal relationship between the advertiser and the agency and may neither be asserted against Ringier Advertising nor used as a basis for non-payment or late payment of invoices issued by Ringier Advertising. An advertiser directly represented by an agency may only discharge its payment obligation towards Ringier Advertising by payment to Ringier Advertising. Ringier Advertising reserves the right to contact the directly represented advertiser directly and to provide it with a copy of the signed contract.

The agency is responsible for informing its client of its obligations and rights arising from all contractual components.

The agency undertakes to comply with its accounting obligations towards its client in accordance with Articles 400 and 401 of the Swiss Code of Obligations.

2. Conclusion of Advertising Orders

Offers or quotations of Ringier Advertising are always non-binding and are subject in particular to the availability of advertising times and/or advertising space.

An advertising order becomes legally effective when Ringier Advertising confirms an advertising order in writing or by e-mail and the advertiser or the agency does not object to this order confirmation within 48 hours in writing or by e-mail, or if the advertiser or the agency countersigns a corresponding agreement. Ringier Advertising has the right to request a written counter-confirmation of the advertising order from the advertiser or the agency (e-mail is sufficient). Upon integration of the advertising materials on the agreed advertising spaces, the advertising order shall in any case be deemed concluded. In such cases, the integration of the advertising materials replaces the confirmation by Ringier Advertising. In this case, an objection by the advertiser or the agency is excluded.

For bookings via the Ringier Advertising Booking Tool, the advertising order is concluded immediately upon confirmation of the booking process by the contractual partner in the tool. The system-generated summary of the booked services shall in this case be deemed the order confirmation. An objection by the contractual partner to this automated confirmation is excluded. The performance values listed therein (e.g. ad impressions) are estimates based on empirical values and are not guaranteed.

For the advertising order, only these GTC and the following listed documents, which form an essential and integral part of the contract, shall apply:

- order confirmation (including system-generated summaries of the booking platform)
- any existing customer agreements
- any existing agency agreements
- advertising material specifications (available in the version valid at the time of contract conclusion at <https://www.ringier-advertising.ch/digital>)

3. Rights and Obligations of Ringier Advertising

3.1. General

Ringier Advertising shall perform the agreed services with due care. It is entitled at any time to involve third parties in the fulfilment of its contractual obligations.

3.2. Right to Reject and Suspend Services

Ringier Advertising has the right at any time to reject advertising orders from advertisers and/or agencies without stating reasons. Ringier Advertising shall inform the advertiser or the agency of such rejection without delay.

In the case of already concluded advertising orders, Ringier Advertising is also entitled, at its own discretion, to remove immoral or unlawful content of advertising materials (such as, in particular, depictions of violence, pornographic or racist content, calls for violence or criminal acts, games and betting that violate gambling legislation, unsolicited advertising messages (spamming), content that infringes third-party rights, in particular copyrights, trademarks, design, patent or personality rights, content that violates unfair

competition law or applicable advertising regulations such as for tobacco, alcohol, medicinal products, food advertising, etc.) from the website at any time, without prior notice, without consultation with the contractual partner and with immediate effect.

Ringier Advertising is expressly released from the obligation to provide services relating to (outstanding) free space, conditions or performance compensation credits if an inventory is no longer marketed by Ringier Advertising. The contractual partner shall have no claims whatsoever against Ringier Advertising in this respect.

In the case of automatic bookings via programmatic channels and the Ringier Advertising Booking Tool, or generally for digital advertising, Ringier Advertising is entitled at any time and without consultation with the advertiser or the agency to make adjustments to (a) targeting and (b) the campaign period. The advertiser or the agency shall have no claims or other demands against Ringier Advertising as a result. Changes in the composition of the publisher network do not constitute improper performance by Ringier Advertising and do not release the contractual partner from its obligation to pay. In order to exhaust the agreed budget, the agreed duration may also be exceeded by up to a maximum of 72 hours, provided there are no compelling reasons (e.g. time-limited offer of the contractual partner) to the contrary. In particular, the advertiser has no claim to a placement of online advertising at a specific position on the respective website or to compliance with a specific access time to the respective website. In such cases, the booked ad impression services shall of course be delivered by Ringier Advertising at another time, in another place and, where applicable, by means of a different target group data structure, at its own discretion.

3.3. Editorial Independence

Editorial independence with regard to all content on all advertising media lies with the respective inventory owner. It remains unaffected by this contract and also includes the design, such as channel structuring. Changes to the design of the electronic media of the inventory owners or the advertising media during the term of the contract are permitted at any time, provided that the contractual partner's advertising materials are repositioned in at least an equivalent manner. In the event of disagreement regarding equivalence, Ringier Advertising shall decide on equivalence.

3.4. Transfer of Data for Advertising Statistics

The contractual partner acknowledges and agrees that Ringier Advertising may use data for the creation of advertising statistics and may pass such data on to third parties.

3.5. Storage

Ringier Advertising is entitled, but not obliged, to store the advertising materials and archive them for an unlimited period.

4. Rights and Obligations of the Contractual Partner

4.1. Provision of Advertising Materials

The contractual partner is obliged to provide Ringier Advertising, at its own expense, with the advertising materials necessary for delivery/publication of the advertising, including during an ongoing campaign, in accordance with the applicable technical specifications – available at www.ringier-advertising.ch/digital – no later than the following deadlines prior to the confirmed publication date (campaign start):

- Standard formats: 3 working days (unless booked via the Booking Tool)
- Special formats (e.g. branding day, welcome ad, video, advertorial, native, sponsoring, CPC, newsletter): 5 working days

For bookings via the Booking Tool, the lead times specified in the tool apply. The contractual partner acknowledges that if these lead times are not met, booking at the desired time is technically not possible.

In individual cases, lead times may deviate due to specific provisions of the advertising medium. Ringier Advertising shall inform the contractual partner as soon as possible.

Delivery of advertising materials must be made to digitaladops@ringier.ch or via the upload function of the Booking Tool.

The contractual partner bears the consequences of late or defective delivery.

In the event of improper or late delivery or subsequent changes, no guarantee is given for compliance with the agreed publication date or fulfilment of the agreed performance. The full remuneration claim of Ringier Advertising remains unaffected even if the advertising is delayed or not published.

4.2. Remuneration

The contractual partner shall pay Ringier Advertising the remuneration specified in the advertising order plus VAT and any other applicable taxes at the statutory rate.

The contractual partner is obliged to integrate a Toolbox Programme Code (AdTag) for reporting and tracking on the advertiser's websites if remuneration is based on a post-click value.

If Ringier Advertising depends on billing by the contractual partner (e.g. revenue sharing), the contractual partner shall provide a detailed statement by the third working day of each following month. Ringier Advertising may have this statement audited by an independent expert. If deviations exceed 5% to the disadvantage of Ringier Advertising, the contractual partner shall bear the audit costs.

4.3. Responsibility for Quality and Content

The contractual partner bears sole responsibility for advertising materials and their content and guarantees their legality.

The contractual partner is solely responsible for compliance with Heavy Ad Intervention criteria of Chrome and Edge browsers. Blocked ad deliveries shall not be reimbursed.

4.4. Intellectual Property Rights

The contractual partner warrants that all rights required for the creation of the advertising materials have been obtained by it and/or by the advertiser and that it holds all rights necessary for the placement of the advertising materials in the booked advertising media.

The contractual partner transfers to Ringier Advertising all rights necessary for the use of the advertising in the booked electronic media, including, in particular, copyright usage rights, related rights and other rights, especially the right of reproduction, distribution, transmission, adaptation, storage in and retrieval from a database, to the extent necessary for the execution of the advertising order, both in terms of time, place and

content, as well as the corresponding sublicensing rights to the inventory owner of the booked advertising medium.

The contractual partner grants Ringier Advertising the right, where necessary, to label the advertising materials as “advertisement” or similar, to retain copies of the advertising and to make them accessible via a Ringier Advertising database to the extent necessary for the execution of the advertising order.

Furthermore, all intellectual property rights (copyrights, trademarks, design rights, etc.) relating to content, logos, layouts, etc., which are accessible on the advertising media of the inventory owners, shall belong to and remain with Ringier Advertising, the respective inventory owners or third parties who have made them available to Ringier Advertising and/or the respective inventory owners. The contractual partner acknowledges and agrees that no claims to the aforementioned intellectual property rights arise from the contractual relationship with Ringier Advertising.

The contractual partner or the agency authorises Ringier Advertising to submit the advertising material to the competent authority (e.g. Federal Office of Communications (BAKOM), Swissmedic, Gespa, Federal Office of Public Health) for assessment if Ringier Advertising has doubts regarding the legal admissibility of the advertising material.

In the event of doubts regarding the legal admissibility of advertising material, Ringier Advertising is entitled to reject the advertising material or to suspend its publication (see section 3.2).

4.5. Indemnification

If Ringier Advertising, a member of its governing bodies or an employee of Ringier Advertising is held liable under criminal, civil or administrative law due to the unlawfulness of information provided by the advertiser or the agency, due to lack of consent from third parties, due to the infringement of third-party rights or due to data protection violations or other breaches of law by the contractual partner or a third party commissioned by it, the contractual partner shall, upon first demand, fully indemnify and hold harmless the affected parties from all claims and liabilities.

4.6. Notification of Defects

The contractual partner must inspect the integration of the advertising materials within 24 hours after the start of publication and must notify any defects without delay.

The notification period for obvious defects begins with the publication of the advertising material; for hidden defects, it begins upon their discovery.

If the contractual partner fails to notify defects in due time, the publication of the advertising material shall be deemed approved.

4.7. Customer Portal and Login Security

When using the Booking Tool, the contractual partner is granted access to a password-protected customer area. Ringier Advertising determines the type of access protection and is not obliged to verify the identity details of users. Any access using the correct password shall be deemed authorised use by the contractual partner. Ringier Advertising is not obliged to implement copy protection measures. The contractual partner undertakes to protect its passwords and identification keys against misuse and shall be liable towards Ringier Advertising for any damage arising from misuse. Ringier Advertising is entitled to block access to the customer area in the event of misuse or in the event of default in payment by the

contractual partner.

4.8. Third-Party Platforms (Publishers)

The publication of advertising content on third-party platforms (e.g. Google, Meta) requires a corresponding account of the contractual partner. If Ringier Advertising supports the contractual partner in the initial creation of such accounts, the administrator rights shall be transferred to the contractual partner after creation. From the time of transfer, the contractual partner is solely responsible for the management of the accounts and compliance with the respective usage and advertising guidelines of the publishers; Ringier Advertising assumes no responsibility for the successful creation. Ringier Advertising is also entitled at any time to require the contractual partner to create such accounts independently. In the case of booking combined products (e.g. Digital & Social Media), the programmatic part of the campaign shall be delivered according to the start date even if the approval of the social media component (e.g. Facebook page) by the contractual partner is still pending.

5. Invoicing and Payment Terms

5.1. Invoicing

Ringier Advertising shall invoice the contractual partner after full delivery of the agreed services or, at the request of the contractual partner and at the discretion of Ringier Advertising, at the end of each month on a pro rata temporis basis. In the case of use of the Booking Tool, invoicing shall be carried out per campaign or monthly and may commence immediately after conclusion of the contract, irrespective of the actual delivery of the advertising materials by the contractual partner or their publication.

The services invoiced shall be determined by the AdManagement tools used by Ringier Advertising. In the case of time-based advertising placements (fixed placements), the service shall be deemed fully performed if at least 80% of the media performance forecast in advance (indicative values of ad impressions) has been delivered. For the invoicing of variable costs, the tracking system shall be decisive, which provides information on metrics such as clicks, leads and revenue (order value). The tracking system of Ringier Advertising shall be solely decisive in this respect. A counting discrepancy of up to 10% between the tracking system of Ringier Advertising and that of the contractual partner shall not be taken into account in invoicing. In the event of a discrepancy exceeding 10%, Ringier Advertising shall attempt to reach an agreement with the contractual partner.

If Ringier Advertising is unable to deliver the agreed service during the agreed campaign period, or not to its full extent (i.e. not to at least 80% of the media performance forecast in advance), due to circumstances attributable to the contractual partner, in particular because Ringier Advertising has not received the advertising materials in good time, has received them in defective form, in an incorrect format or with unlawful content, Ringier Advertising shall be entitled to invoice the contractual partner in full for the remuneration owed in accordance with the advertising order.

If several orders are bundled into a collective order, Ringier Advertising shall grant the same conditions as for a large order. If, after expiry of the term of the collective order, the entire agreed budget has not been used, the discount granted for the collective order shall lapse retroactively. The resulting difference to the regular tariff shall be invoiced to the contractual partner.

If Ringier Advertising is unable to deliver the agreed service during the agreed campaign period, or not to its full extent (i.e. not to at least 80% of the media performance forecast in advance), due to circumstances not attributable to the contractual partner, Ringier Advertising shall invoice the contractual partner a

proportionately reduced remuneration. The same shall apply in cases where the agreed service is not delivered or not delivered in full due to circumstances attributable to Ringier Advertising but not to the contractual partner.

Any further compensation by Ringier Advertising (e.g. lost commissions due to under-delivery) is excluded. The contractual partner shall have no rights or claims beyond those described in this section 5.1 in connection with under-delivery.

5.2. Payment Period / Default in Payment

Invoices shall be payable without deduction, unless otherwise agreed, and shall be due no later than 30 days after invoicing. In the event of default in payment, Ringier Advertising is entitled to charge a reminder fee of CHF 20.00 for each reminder.

In the event of default in payment, the contractual partner shall be charged the statutory default interest and any collection costs. If the contractual partner fails to pay the invoice(s) despite a reminder, Ringier Advertising is entitled to terminate the advertising order without notice (termination for cause pursuant to section 9.6).

In the event of default in payment, Ringier Advertising is entitled to stop the contractual partner's advertising order with immediate effect. The payment claim, including for such omitted services, shall remain unaffected.

5.3. Advance Payment / Security

Notwithstanding the provisions of section 5.1, Ringier Advertising reserves the right to invoice advertising orders monthly in advance. Unless otherwise agreed, such advance invoice must be paid one week prior to the first publication of the advertising material.

Ringier Advertising is also entitled to collect the amount owed via the telecommunications invoice of a partner (e.g. Swisscom). In the event of failure to comply with this payment deadline, Ringier Advertising is entitled to cancel the planned advertising material without issuing a reminder. The contractual partner shall remain obliged to pay the full contractual amount and shall also be liable for any further damage.

Ringier Advertising is entitled, in particular in the following cases, to make further services dependent on advance payments or security:

- in the event of default in payment by the contractual partner pursuant to section 5.2;
- if Ringier Advertising becomes aware of payment difficulties of the contractual partner or in the event of a significant deterioration in the contractual partner's financial situation.

5.4. Prohibition of Set-Off

The contractual partner is not entitled to set off any counterclaims against Ringier Advertising.

6. Data Protection

6.1. General

Data protection and data security are of high priority for Ringier Advertising. When processing personal

data, Ringier Advertising complies with the applicable Swiss data protection legislation. The processing of personal data is subject to the data protection provisions of Ringier Advertising.

6.2. Handling of Personal Data in Order Processing

The contractual partner assures Ringier Advertising that it also complies with the applicable data protection legislation and confirms in particular that all personal data provided by it has been lawfully collected and may be used by Ringier Advertising for the fulfilment of the order assigned to it.

Ringier Advertising undertakes, subject to any other consent given, to use the contractual partner's data only for the fulfilment of the order assigned by the contractual partner and for the administration of the contractual relationship. Furthermore, Ringier Advertising is entitled to process the contractual partner's personal data for marketing purposes, in particular for tailored offers. The contractual partner may restrict or prohibit the use of its data for marketing purposes in writing.

6.3. Evaluation of Access Data

If the advertiser or the agency receives (personal) data of Ringier Advertising through competitions within the scope of an advertising order or by using special techniques such as cookies or tracking pixels, or otherwise obtains or collects such data through the placement of online advertising, the contractual partner or the agency undertakes to comply with the provisions of the European General Data Protection Regulation (GDPR) and the Swiss Federal Act on Data Protection (FADP), as well as – where applicable – the Federal Act against Unfair Competition (UCA) when collecting, processing and using personal data.

7. Confidentiality

Ringier Advertising, the advertiser and the agency shall treat all information as confidential which is neither generally known nor publicly accessible.

This obligation of confidentiality shall apply from the moment the respective parties gain access to confidential information, irrespective of the date of commencement of the contract, and shall continue beyond the termination of the contract.

An exception applies to the data for advertising statistics referred to in section 3.4.

8. Warranty and Liability

8.1. Warranty

Ringier Advertising warrants the best possible reproduction of the advertising material in accordance with the respective usual technical standard. The contractual partner acknowledges that, according to the state of the art, it is not possible to ensure a completely error-free reproduction of advertising material at all times. Ringier Advertising guarantees a 98% faultless technical delivery of the advertising materials.

Ringier Advertising does not guarantee uninterrupted and error-free availability of the advertising materials on the advertising media of the inventory owners.

Ringier Advertising is not obliged to check the advertising materials or content provided for compliance with the law, correctness, timeliness, completeness, quality and/or absence of errors and assumes no warranty in this respect.

Ringier Advertising does not warrant the correctness, timeliness or completeness of information accessible via the advertising media of the inventory owners.

8.2. Direct and Indirect Damage

Ringier Advertising shall be liable without limitation for direct damage caused intentionally or through gross negligence. In the case of slight and medium negligence, Ringier Advertising shall be liable without limitation for personal injury and for property damage up to the value of the service purchased by the contractual partner, but not exceeding CHF 30,000.00 per damaging event.

Liability for indirect damage as well as for loss of revenue and loss of profit is excluded. Mandatory statutory provisions remain reserved.

Insofar as Ringier Advertising is obliged to pay damages, it shall place the contractual partner in the position as if the contract had not been concluded (so-called negative interest); damages for non-performance are excluded.

8.3. Damage for Reasons Not Attributable to Ringier Advertising

Ringier Advertising shall not be liable if the provision of services is temporarily interrupted, restricted in whole or in part, or rendered impossible due to force majeure. Force majeure shall include, in particular, power failures and the occurrence of harmful software (e.g. virus infections).

Ringier Advertising shall in no event be responsible for misuse by third parties (e.g. hackers, senders of computer viruses, click fraud), for security deficiencies of telecommunications networks and the internet, or for the costs of any support services of the advertiser or the agency or third parties commissioned by them.

If the advertising materials are not hosted on a server of Ringier Advertising but are delivered via a third-party server (so-called redirect procedure), and the contractual partner provides Ringier Advertising with the advertising material by communicating the URL of the advertising material on the server of the contractual partner or a third party, Ringier Advertising assumes no warranty and no liability for the delivery of the data via the internet, nor for any resulting risks such as correct delivery and quality of the advertising material or data security.

9. Contract Duration, Right of Withdrawal, Rescheduling and Termination

9.1. Contract Duration

The commencement and duration of the contract shall be determined by the advertising order.

9.2. Right of Withdrawal / Cancellation

Withdrawal by the advertiser or the agency is generally excluded. However, Ringier Advertising may, at its own discretion, grant such a right of withdrawal to the advertiser or the agency in individual justified cases.

Cancellation must be made in writing (e-mail is sufficient) and must contain a comprehensible justification for the cancellation. Cancellation by telephone or orally is not possible. If Ringier Advertising considers the withdrawal to be unjustified, such a right shall not be granted at any time.

If, by way of exception, Ringier Advertising grants the advertiser or the agency a right of withdrawal, cancellation shall be possible free of charge up to 11 working days prior to the agreed publication date.

Within the last 10 working days prior to the agreed campaign start, the right of withdrawal granted by Ringier Advertising to the contractual partner shall only be possible against payment of a percentage compensation (contractual penalty) based on the net/net value of the respective advertising order:

- between 10 and 6 working days: 25%
- between 5 and 3 working days: 50%
- less than 3 working days before campaign start: 100%
- after publication has taken place: 100%

9.3. Rescheduling

The rescheduling of an agreed publication date must be made in writing and is only possible up to 11 working days before the originally agreed publication date and is subject to available capacity.

9.4. Termination of Fixed-Term Contracts

In the case of a clearly fixed term specified in the advertising order, the contract shall automatically end at the end of the agreed term.

9.5. Termination of Contracts with Minimum Term or Indefinite Duration

Unless otherwise agreed, in the case of a minimum contract term specified in the advertising order, either party may terminate the contract in writing with a notice period of 30 days to the end of the minimum term.

If the contract is not terminated at the end of the minimum term, it shall automatically be extended for an indefinite period and may be terminated in writing with a notice period of 60 days to the end of any month.

The same shall apply to contracts of indefinite duration without a minimum term.

9.6. Termination for Cause

Termination without notice by Ringier Advertising for good cause remains reserved in all cases. Good cause shall include, in particular, but not be limited to:

- default in payment by the contractual partner pursuant to section 5.2;
- a breach of these GTC or other rules of conduct;
- if the contractual partner misuses services of Ringier Advertising for unlawful or immoral purposes.

In the event of termination without notice for good cause, Ringier Advertising is entitled to suspend the publication of the advertising materials with immediate effect. Claims for damages and further claims remain reserved.

In the event of termination without notice for good cause, the contractual partner shall, without prejudice to any further legal obligations, reimburse Ringier Advertising the difference between any volume discounts

granted and the discount recalculated on the basis of the actual volume used up to termination.

10. Amendments

10.1. Amendment of the General Terms and Conditions

Ringier Advertising is entitled to amend or adjust the General Terms and Conditions at any time. Ringier Advertising shall inform the contractual partners of any amendments at least 30 days before the new General Terms and Conditions come into force.

10.2. Price Changes

Ringier Advertising is free to make price changes and to modify its advertising spaces at any time or to remove them in whole or in part from its offering.

Price changes compared to the published tariffs are possible at any time. However, such price changes shall not apply to advertising orders that have already been validly concluded. Price adjustments resulting from changes in statutory levies (e.g. increase in VAT) shall not be deemed price increases.

Further development of an advertising space or a reasonable adjustment of an advertising material for objective reasons shall not constitute an amendment of the contract. The appropriateness of such development or adjustment – for example in the context of a redesign of an advertising medium – shall be presumed.

11. Written Form

Amendments and supplements to the contractual relationship, including amendments to this clause, must be made in writing in order to be legally valid. In addition to a handwritten signature, an advanced electronic signature ("FES") via Skribble or another e-signature provider shall also be recognised as written form. The same shall apply to any waiver of this written form requirement.

12. Severability Clause

Should one or more provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions or agreements. Instead of the invalid provision, a provision shall apply which, in a legally permissible manner, comes as close as possible to the economic purpose of the invalid provision. The same shall apply in the event of any gaps requiring completion.

13. Assignment to Third Parties

Rights and obligations arising from this contract may only be transferred to a third party with the written consent of the other party. The transfer of the entire contract to a legal successor and/or within the group is exempt from this requirement for consent. Such transfer must be notified to the other party in writing.

14. Applicable Law and Place of Jurisdiction

The contractual relationship shall be governed by Swiss law, excluding the Swiss Federal Act on Private International Law (PILA) and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is Zurich (Switzerland).