

Terms and Conditions

These Terms and Conditions (“Agreement”) describe the terms and conditions under which you (“Publisher,” “you,” or “your”) may access and use shopping24 services provided by shopping24 Gesellschaft für multimediale Anwendungen mbH, An der Alster 45, 20099 Hamburg (“Provider”).

By clicking the “I accept” button, completing the account creation process, or using Provider’s services, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a third party(ies), you represent that you have the authority to bind any such third party(ies), and the terms “Publisher,” “you,” or “your” will also refer to such third party(ies).

1. Definitions

“Account” means your Publisher account for this service created following acceptance of this Agreement.

“Ad” or “Advertising” means any type of advertising material or content, in any format and however delivered, together with related code and other material used for the placement and display of such material or content on Media.

“Ad Inventory” means any media space and made available by Publisher for purchase through the Services for the display of Advertising.

“Advertiser” means any party engaged in facilitating the purchase of Advertising through the services, including any ad network, ad exchange, demand-side platform, agency trading desk, ad

agency, direct ecommerce website, or any provider of goods or services advertised and representative thereof.

“Advertiser Content” means all logos, trademarks, images, graphics, text, and other materials included by Advertiser in the Ads provided to Provider for use with the services.

“Agreement” means, collectively: (i) these terms and conditions, (ii) any Insertion Order that incorporates these terms and conditions and is entered into by Publisher and Provider by any legally binding method of forming a contract, (iii) any exhibits, schedules or appendices attached thereto or incorporated by reference, and (iv) any amendments to any of the foregoing.

“Applicable Data Protection Laws” means any and all applicable federal, national, state, or other privacy and data protection laws (including, where applicable, EU Data Protection Law) as may be amended or superseded from time to time.

“Campaign Data” means performance and measurement data made available through the Platform that relates to Publisher’s Ad campaigns launched through the Services.

“Controller” means an entity that determines the purposes and means of the processing of Personal Data.

“EU Data Protection Law” means (aa) prior to 25 May 2018, the EU Data Protection Directive (Directive 95/46/EC); (bb) on and after 25 May 2018, the EU General Data Protection Regulation (Regulation 2016/679); (cc) the EU e-Privacy Directive (Directive 2002/58/EC); and (dd) any national data protection laws made under or pursuant to (aa), (bb), or (cc).

“Media” means websites, applications, mobile websites, mobile applications, television, print, billboards, and other media through or on which Advertising may be delivered.

“Intellectual Property Rights” means patents, trademarks, service marks, trade names, design rights, copyrights, database rights, trade secrets, rights in know-how and other intellectual property rights, of whatever nature and wherever arising, whether registered or unregistered and including applications for the registration or grant of any such rights.

“Publisher” means any publisher in form of a commercial entity who controls a Site or makes Ad Inventory available through Provider, even if you use a third party to do so on your behalf.

“Personal Data” means any information that relates to an identified or identifiable individual (and such term shall include, where required by Applicable Data Protection Law, unique browser or device identifiers).

“Platform Policies” means, collectively: (i) any specifications, technical documentation, or integration requirements made accessible to Publisher by Provider in connection with the Technology; and (ii) requirements, prohibitions, and guidelines applicable to Publisher’s integration with or use of the Services imposed by Provider or a third party, as updated from time to time; in each case which may deal with or respond to, among other things, changes in laws or regulations, industry or technology developments, emerging risks, or evolution of the Services or Project Materials, and which are made available to Publisher via the Services of the applicable service or otherwise made known to Publisher.

“Processor” means an entity which processes Personal Data on behalf of the Controller.

“Program” means the Provider Channel Publisher Network to make Ad Inventory available to Advertisers.

“Project Materials” means the Service(s) and the Technology.

“Provider Shopping Ads” means the Ads and Advertising Content that we make available to Publisher through the Services and Platform.

“Services” means each Provider product, platform or service provided or made accessible to Publisher as laid out in Section 3.

“Site” means Publisher’s website.

“Technology” means any proprietary or confidential technology or materials of Provider: (i) made accessible to Publisher or (ii) made accessible to third parties and/or Affiliates by Publisher or at Publisher’s request in accordance with and as permitted by the terms of the Agreement, including

any ad tag, programming code, software development kit (“SDK”), or application programming interface (“API”), used to effect or facilitate a provided Service.

“User” means any natural person that is a visitor to, or other end-user of, any website, portal, device, application, or other online service or the means (e.g., computer, mobile telephone, or browser) used by such natural person or other end-user to visit, access, or use any such website, portal, device, application, or other online service.

“User Data” means information that is specific to or attributable to a User, which may include location, device identifier, and other data collected via the Site or the Provider Shopping Ads on the Site that is received by Publisher through its participation in the Services.

2. The Scope of this Agreement

2.1. The following provisions apply solely to the agreement between Provider and Publisher.

2.2. Provider provides its Services solely on the basis of this Agreement entered into by Publisher. Any differing, contradictory or additional terms of Publisher, even if known, shall not form part of this Agreement unless Provider has explicitly agreed to their validity in writing. This Agreement also apply to all future agreements in an ongoing business relationship between Provider and Publisher.

2.3. In the event of any conflict or inconsistency between provisions or components of these Terms and Conditions and other agreements, the Terms and Conditions shall take precedence. No failure of either party to enforce any of its rights under the Agreement will act as a waiver of such rights.

3. The Service and Performance

The Service consists of the following products:

3.1. Program

3.1.1. Provider provides the Program which is a CPC platform connecting Advertisers that have registered with Provider to website publishers interested in monetizing their website by integrating Ads.

3.2. Platform

3.2.1. Provider offers Publisher the opportunity to advertise products of merchants (“Merchant Offers”) that subscribe to Provider’s network. To this end Provider provides Merchant Offers to Publisher through an application programming interface (“Application Programming Interface” hereinafter: “API”). In addition, the Merchant Offers can be obtained via an export in the form of a CSV file or through JavaScript advertising solutions (“Widget”) or any other means data transfer supported by Provider.

3.2.2. Provider also offers Publisher the ability to advertise Merchant Offers through direct deeplinks and homepage links. These links enable Publisher to drive traffic directly to specific product pages or the homepage of the Merchant, allowing for greater flexibility in campaign design and optimization. These options complement the API, CSV exports, and Widget solutions, ensuring a comprehensive range of integration possibilities tailored to Publisher's needs.

3.3. Geographic Scope and Targeting

3.3.1. We reserve the right to expand or restrict access to the Services in specific jurisdictions or regions at its sole discretion for the purpose of optimizing campaign performance.

4. Performance and Obligations of Provider

4.1. Specific Performance and Obligations concerning the Program

4.1.1. Provider shall make the Program accessible to Publisher pursuant to this Agreement and, unless otherwise agreed, provide Publisher with access to applicable Project Materials. Publisher acknowledges that Provider may utilize one or more of its Affiliates, as appropriate, to fulfill its obligations under this Agreement.

4.1.2. Provider retains the right to modify, expand, introduce or discontinue Advertiser relationships as part of the Program.

4.1.3. We will (a) send you emails relating to the Program and your participation in the Program from time to time; (b) monitor, record, use, and disclose information about your Site and Users on your Site that we obtain in connection with your display of Provider Shopping Ads, which we may use for marketing our Services and Platform to Advertisers; and (c) monitor, crawl, and otherwise investigate your Site to verify compliance with this Agreement.

4.2. Specific Performance and Obligations concerning the Platform

4.2.1. Provider provides Publisher access to Provider's platform via the API (or the CSV file, the Widget or other means); stored on the platform are offers of product and merchandise by Provider's participating merchants.

4.2.2. Provider retains the right to modify, expand, delete API definitions, or to release new versions of the API.

4.2.3. The Merchant Offers on the platform will be updated regularly. Provider retains the right at any time to modify, supplement, delete or reclassify the Merchant Offers provided to Publishers. Provider further retains the right in particular cases to block content, i.e., merchants and associated offers for Publishers.

4.2.4. Provider will endeavor to provide the service of Provider's platform 24 hours a day, 7 days a week, taking into account maintenance and repairs and down time for updating.

Provider does not guarantee that the services (in particular the API and other means, the product database and the Merchant Offers) will be available error-free and in a timely manner at all times without interruption. Service interruptions are possible.

4.2.5. Publisher will receive from Provider access to reports that are updated daily and reflect credit memos for past months as well as the Merchant Clicks and sales by Publisher. The tool makes it possible for Publisher to carry out independent statistical evaluations. In this way Publisher receives important information to further improve its web pages. The figures shown in the report are non-binding, in particular, figures relevant for the accounting might still be adjusted if necessary for abusive traffic in accordance with Section 8.

5. Performance and Obligations of Publisher

5.1. Specific Performance and Obligations concerning the Program

5.1.1. To apply for the Program, you must submit to us a complete and accurate application, including your relevant contact information, and the name and URL of your Site that you wish to enroll in the Program. Please note that the application only permits the registration of a single Site. If you have more than one Site that you wish to enroll in the Program, you must submit those separately to Provider for approval via the sign-up form. We will evaluate your application(s) and notify you whether your Site(s) are accepted. We may reject your application for any or no reason, in our sole and absolute discretion, including but not limited to a failure to meet the Eligibility Requirements set forth below. Note that if we accept your application and later determine that your Site is unsuitable or that you fail to meet the Eligibility Requirements or comply with this Agreement, we may terminate your participation in the Program effective immediately as further set forth below in Section 14.

5.1.2. Your eligibility for participation in the Program and ongoing eligibility to remain in the Program is conditioned upon you meeting and continuing to meet the following minimum requirements ("Eligibility Requirements"):

- (a) You have submitted and received our approval of your application;
- (b) You are at least eighteen (18) years old;
- (c) You have the necessary rights and authority to enter into and perform this Agreement;
- (d) You are the registered owner of the Site listed on the application, including all domain names;
- (e) All information you have provided to us, including but not limited to information provided in the application and all other information about your business provided in connection with the Program, including all relevant payment information, is and will remain accurate, complete, and current;

(f) You and your Site(s) are not subject to any pending lawsuits, fines, or government or regulatory actions; and

(g) You will provide us with any information, records, or materials that we request to verify your compliance with the Eligibility Requirements and this Agreement.

- 5.1.3.** Subject to your continued compliance with this Agreement (including the Eligibility Requirements noted above), you may present Provider Shopping Ads only on those Sites you have enrolled in the Program and that are approved by us in our sole discretion. For the avoidance of doubt, placing Provider Shopping Ads on any Site that was not approved by us is strictly prohibited and you are not entitled to payment for any traffic from such unauthorized Sites. If requested by Provider, you will present the Provider Shopping Ads to Users of your Site in a form and manner and using creative elements as specified by Provider from time to time. You will direct the Provider Shopping Ads to the internet location(s) indicated to you by Provider.
- 5.1.4.** You agree that you will not alter, modify, circumvent, impair, disable, or otherwise interfere with the Provider Materials or any Provider Shopping Ads or any Advertising Content related to the same. You further agree to make updates to the Provider Shopping Ads and associated Advertising Content or their implementation on or in connection with your Site as and when requested by Provider.
- 5.1.5.** You agree that you will not (and will not permit or encourage any other person or company to engage in any of the following activities:
- (a) artificially inflate traffic counts to Provider Shopping Ads or Advertisers using any robot, automated program or similar device or other means, (including manual), or permit, allow or encourage anyone else to do so. You further agree not to place Provider Shopping Ads in search engine advertising, newsgroups, unsolicited e-mail, banner networks, counters, chatrooms or guestbooks;
 - (b) place Provider Shopping Ads in a misleading way for any User, obscuring or partly obscuring the Provider Shopping Ads from any User's view;
 - (c) click on, or provide Users of your Site or any other party any incentives or encouragement to click on Provider Shopping Ads (including but not limited to displaying "support this Site" content);
 - (d) disparage the Program, Provider, participating Advertisers or other third parties, or otherwise make statements or take actions that would or might harm the business of Provider or otherwise be detrimental to its interests;
 - (e) send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise in connection with the Program;
 - (f) display Provider Shopping Ads on any page within your Site that also includes or features: (1) unlawful, defamatory, threatening, pornographic, or otherwise objectionable material of any kind or nature, (2) any material that encourages conduct

that could constitute a criminal offense, or (3) that infringes or violates the Intellectual Property Rights or rights of publicity of others;

(g) use the Technology in a manner not authorized by this Agreement; or

(h) overwrite a URL in a web browser by any means.

5.1.6. You represent and warrant that for so long as you participate in the Program, your Site (including any content contained therein), its content, and all activity related to the same:

(a) does not violate any law or regulation;

(b) does not infringe or misappropriate in any manner any copyright, patent, trademark, trade secret or other Intellectual Property Right of any third party;

(c) does not contain false, misleading or objectionable content (including but not limited to content that is obscene, containing excessive advertisements, defamatory, libelous, threatening, violent, hate-oriented, illegal or promoting illegal activities or goods);

(d) does not contain viruses, worms, spyware, Trojan horses or other harmful, malicious or destructive code;

(e) does not breach any duty toward or rights of any person or entity, including, without limitation, rights of publicity or privacy, or has not otherwise resulted in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity; and

(f) is in full compliance with all applicable laws and regulations, including without limitation those requiring any affirmative disclosures on your Site regarding your endorsement of any products or services in any Ads featured on your Site.

5.2. Specific Performance and Obligations concerning the Platform

5.2.1. Publisher operates and markets the content of its online offers in the internet and in this connection relies on Provider's merchant data. Publisher can incorporate the data from Provider into its online offerings flexibly and at its own discretion. Publisher shall undertake access through API (or CSV file, Widget or any other means) only in connection with this Agreement with the goal of achieving joint sales.

5.2.2. The Merchant Offers change regularly, e.g., with respect to price and availability. Data obtained through the API (or CSV file, Widget or any other means) may be stored solely for caching purposes and may be retained or stored for a maximum period of 24 hours, after which they are to be deleted by Publisher without any request being made. This is necessary in order to guarantee Publisher that its data is up-to-date and to be able to take into account the rights of use of the merchant data.

5.2.3. Merchant data are totally unaltered and to be reproduced including the merchant link. In particular, Provider's tracking code may not be removed. The target URL of a

merchant link transmitted via the API interface (or CSV file, Widget or any other means) may not be modified or shortened.

- 5.2.4.** Publisher guarantees that links will not be embedded in websites with radically right-wing content, that glorify violence, are immoral, indecent, offensive, endangering to youth, criminal or otherwise unlawful. In particular, the Publisher guarantees that the content of its websites does not violate any copyrights and complies with statutory provisions, in particular, those of the German Digital Services Act [DDG = Digitale-Dienste-Gesetz], the German Federal Data Protection Act [BDSG = Bundesdatenschutzgesetz] and the General Data Protection Regulation [DSGVO = Datenschutz Grundverordnung].
- 5.2.5.** Publisher promises to undertake the promotion of the Merchant Offers in such a way that from the perspective of an objective third party, a clear and unambiguous distinction between the Merchant Offers and the remainder of the content of Publisher's page is apparent, in particular – but not limited to – the editorial content of the page.
- 5.2.6.** Publisher shall not be permitted to make the access details that were provided to it available to third parties. In this respect companies affiliated with Publisher within the meaning of Articles 15 ff. German Stock Corporation Act (AktG = Aktiengesetz) shall also be deemed third parties. Publisher is obligated to keep the access details secret and to safeguard them adequately against unauthorized access. Publisher shall inform Provider without delay of any suspicion of unauthorized use of its Account and of the loss of the access details.

6. Grant of rights

- 6.1.** Provider grants to Publisher a non-exclusive, revocable, non-assignable, non-sublicensable, right that is limited to the term and purpose of this Agreement:
- (a) to use the Program API (or CVS file, Widget or other means) and by this means have access to the product database that contains the Merchant Offers;
 - (b) to represent, incorporate and make publicly accessible on its own websites the Merchant Offers downloaded via the API (or CSV file, Widgets or other means) in accordance with the provisions of this contract;
 - (c) to represent, incorporate and make publicly accessible on its own websites the content of the Merchant Offers to the extent necessary.
- 6.2.** Publisher is prohibited from storing and/or using, directly or indirectly, the Merchant Offers provided via the API (or CSV file, Widget or other means) in a way that goes beyond the purpose of the contract. The same applies to the transmission to and use by third parties.

7. Tracking and Reporting

- 7.1. Provider will track and record traffic activity of Users clicking the Ads on Publisher's Site during the Term.
- 7.2. Only the tracking results compiled by Provider with reference to the adjusted clicks are binding for compensation under this Agreement.
- 7.3. Publisher acknowledges that the calculation of the above-mentioned figures may, in rare cases, be subject to minor fluctuations due to measurement variations. Should Publisher identify significant discrepancies through its own measurements, both parties will collaborate in good faith to review the data, investigate possible causes, and work towards a mutually agreeable resolution regarding the figures relevant for payment. Any claims by Publisher regarding any payments or changes thereof must be raised in writing within sixty (60) days from the date such changes are accrued, or payments issued. If no such claim or dispute is asserted within this period, the payments or changes will be considered final and will not be subject to further claims, refunds, credits, or billing adjustments.
- 7.4. Provider reserves the right to check, including conduct an audit and request additional information to maintain transparency and ensure the quality of the traffic generated by Publisher, in particular for clicks that are initiated by crawler/bots or which arise from an unnatural relationship of clicks to a user session. This includes, among other things, too many clicks on only a single merchant and clicks at a very short time interval. At its sole discretion, Provider can determine appropriate limits (number of clicks in various interval limits (minutes, hours, days) that are initiated from the same IP address) (collectively "unnatural traffic").

8. Payment

- 8.1. Publisher's compensation is based on revenues received by Provider from Merchants for valid user interactions with the Merchant Offers. The applicable compensation model, such as revenue sharing or cost-per-click, as well as the corresponding commission rates, are determined by Provider and may be adjusted at its sole discretion.
- 8.2. Subject to this Agreement, including, without limitation, your satisfaction of and continued compliance with all Eligibility Requirements, Provider will issue the payment for the previous month's activity thirty (30) days after the last day of that month, subject to a minimum payment of 100 Euros, or such other minimum payment as Provider may establish ("Minimum Payment"). Account balances of less than the Minimum Payment will remain in your Account until a balance of the minimum Payment is met.
- 8.3. For avoidance of doubt, Provider will not be obligated to pay Publisher if Provider has not received remittance from the relevant Advertiser of all monies due to Provider.
- 8.4. We reserve the right to suspend, withhold or adjust any payment to you in the event of any suspected or actual violation of this Agreement, and in particular we reserve the right to

suspend, withhold or adjust any Payment based on any amounts which result from clicks generated by any person, robot, automated program or similar device, as reasonably determined by Provider, including without limitation any valid clicks co-mingled with invalid clicks. You agree to forfeit and/or have offset any Payments made which are determined by Provider (in our sole and absolute discretion) to have been generated by you or from your Site in violation of this Agreement.

- 8.5.** All payments to Provider will be made in Euro, unless otherwise agreed to or offered through the Service. Payments are quoted exclusive of any taxes. Publisher is responsible for all sales taxes, use taxes, value added taxes, withholding taxes, and any other similar taxes imposed by federal, state, local or foreign governmental entities on the transactions contemplated by this Agreement, excluding taxes based solely upon Provider's net income.
- 8.6.** Any questions or claims by you regarding any charges or payments must be raised with us in writing within thirty (30) days after the date such charges are accrued or payments issued, or else the charges or payments will be deemed final and will not be subject to any further claims or disputes. No refunds, credits or other billing adjustments will be made if a question or dispute is not asserted by you in writing within thirty (30) days of the date on which the applicable charges are accrued or Payments issued. Payment shall be calculated solely based on records maintained by Provider.

9. Limitation of Liability

- 9.1.** Provider is liable for any losses, irrespective of the legal grounds, only in the event that an essential contractual obligation was culpably breached in a way that jeopardized the contractual purpose or the loss is due to gross negligence or willful action or involves liability for losses due to injury to life, the body or health. The limitation of liability also applies in the case of culpability on the part of a vicarious agent of Provider. If a breach of a key obligation is not grossly negligent or deliberate, Provider's liability shall be limited to such typical losses or such extent of losses that were reasonably foreseeable at the time the contract was signed. This does not apply to liability based on the German Product Liability Act. Unless mandatory legal regulations provide otherwise, any further liability is excluded.
- 9.2.** Provider is not liable for losses that lie outside its own sphere of influence, for example due to a disruption of Internet access, telephone services, servers or other third-party facilities (force majeure).
- 9.3.** Provider is not liable for data "transmitted" by Publisher in error (e.g. numerical errors). It is incumbent upon the Publisher to provide the data correctly.

- 9.4.** Publisher and Provider operate their websites and services independently of one another and are solely responsible for their services in terms of content, compliance with media legislation and technically.
- 9.5.** Notwithstanding possible shorter statutory limits, any claims against Provider due to or in connection with the use of this service or these conditions of use must be asserted through the courts within one year from the date when they arise.

10. Indemnification

- 10.1.** Each party shall indemnify, defend, save, and hold harmless the other party and its parent, subsidiaries, and affiliates, and its and their representatives, officers, directors, agents, and employees, from and against any and all third party claims, damages, fines, penalties, awards, judgments, and liabilities (including reasonable outside attorneys' fees and costs) (collectively, the "Losses") resulting from, arising out of, or related to: (i) a party's breach or alleged breach of any of a party's representations, warranties, or this Agreement; (ii) a claim or allegation that a party violates any third party Intellectual Property Rights or does not comply with any applicable law, or (iii) a party's failure to secure all rights, title, and interest necessary to fulfill the obligations under this Agreement.
- 10.2.** The parties agree that in seeking any indemnification hereunder, the party seeking indemnification (the "Claimant") shall (i) promptly notify the other party (the "Indemnifying Party") in writing of the claim triggering the indemnification being sought; (ii) grant the Indemnifying Party sole control of the defense (except that the Claimant may, at its own expense, assist in the defense); and (iii) provide the Indemnifying Party, at the Indemnifying Party's expense, with all assistance, information, and authority reasonably required for the defense of the claim. The Claimant will provide the Indemnifying Party with prompt notice of any claim (provided that the failure to promptly notify shall only relieve Indemnifying Party of its obligation to the extent it can demonstrate material prejudice from such failure) and, at the Indemnifying Party's expense, provide assistance reasonably necessary to defend such claim. In no event shall the Indemnifying Party enter into any settlement or agree to any disposition of the indemnified claim(s) without the prior written consent of the Claimant, which consent shall not be unreasonably withheld or delayed. In addition, any legal counsel sought to be appointed to defend the indemnified claim(s) shall be subject to the prior written consent of the Claimant, such consent not to be unreasonably withheld or delayed.

11. Mutual Representations and Warranties

- 11.1.** Publisher and Provider each represents and warrants to the other that: (a) it has the full corporate right, power and authority to enter into the Agreement and to exercise its rights and perform its obligations; and, (b) its execution and delivery of the Agreement, and the

performance of its obligations and duties in connection therewith, do not and will not violate any agreement to which it is bound.

- 11.2.** To the extent permissible under applicable law, except for the express representations and warranties stated herein and applicable by law, neither party makes, and each party expressly disclaims, all representations and warranties, express, implied, statutory or otherwise, with respect to the subject matter of the agreement, including without limitation implied warranties of access, merchantability, noninfringement, fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. Without limiting the generality of the above, Provider makes no representation or warranty as to any benefit or revenues that Publisher (or Publisher's own customers or users) will obtain from its use of the Service, and Provider does not represent or warrant that the Service will be always available or error-free. Any claims for damages shall be subject to the limitations set out in Section 9.

12. Duty of Confidentiality

- 12.1.** As used herein, "Confidential Information" means all material or information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated or identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure. Confidential Information includes business and marketing plans, software code, technology and technical information, product and system designs and configurations, specifications, APIs (or CVS file, Widgets or other means), trade secrets and business processes. Publisher Materials are Confidential Information of Publisher. However, notwithstanding the foregoing, Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without restriction on use or disclosure; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is rightfully received from a third party without restriction on use or disclosure.
- 12.2.** Receiving Party shall not use Confidential Information of Disclosing Party for any purpose other than to perform Receiving Party's obligations or exercise its rights under the Agreement. In addition, Receiving Party shall not disclose Confidential Information of Disclosing Party to any third party, except with Disclosing Party's prior written consent or as otherwise required by law or legal process, and except that Receiving Party may disclose the Confidential Information of the Disclosing Party to Receiving Party's employees, consultants or other representatives who have a bona fide need to know such Confidential Information to support the Receiving Party's exercise of its rights or

performance of its obligations under the Agreement and who are bound by confidentiality obligations with respect to such Confidential Information at least as protective as those set forth herein, provided that Receiving Party shall be responsible and liable for failure by any party to which it discloses Disclosing Party's Confidential Information to treat that information in accordance with Receiving Party's obligations. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any actual or reasonably suspected breach of confidentiality of Disclosing Party's Confidential Information.

- 12.3.** If Receiving Party is compelled by law or legal process to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's expense, if Disclosing Party wishes to contest the disclosure. If Receiving Party discloses (or threatens to disclose) any Confidential Information of Disclosing Party in breach of this Section, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies may be inadequate.
- 12.4.** Upon termination or expiration of the Agreement, Receiving Party shall, upon request, return to the Disclosing Party or destroy (at the Disclosing Party's election) all materials containing such Confidential Information.

13. Data Protection and Compliance

- 13.1.** The parties acknowledge that some or all of the User and Campaign Data (collectively referred to as "Personal Data" where such data include Personal Data) may qualify as, or include, Personal Data and that Applicable Data Protection Laws may apply to the processing of such Personal Data. Where this is the case, each party shall comply with such Applicable Data Protection Law with respect to its processing of the Personal Data.
- 13.2.** To the extent that the User and/or Campaign Data qualifies as, or contains, Personal Data under Applicable Data Protection Laws and Provider has access to, collects or otherwise processes such Personal Data, the Parties agree that Provider qualifies as Processor and – in this capacity – processes such Personal Data on behalf of Publisher as a Controller. In such a case, the Parties shall enter into a data processing agreement as set forth in **Annex 1** to this Agreement. In no event shall the parties process the User and/ or Campaign Data as joint controllers.
- 13.3.** Provider agrees that it shall process the Personal Data that it collects only for the purposes permitted by this Agreement and Applicable Data Protection Laws.

- 13.4.** Each party covenants that (i) they shall maintain a privacy policy during the term of this Agreement, which is consistent with Applicable Data Protection Law and that accurately informs Users that certain User Data and Campaign Data will be collected and processed by Provider through Provider Shopping Ads or otherwise and shared with the Advertiser for the applicable Ad, directing Users to the Provider Privacy Policy posted at [<https://www.s24.com/en/privacy>], and (ii) shall only use any Personal Data in a manner consistent with this Agreement, and each party's privacy policy.
- 13.5.** Each party shall implement appropriate technical and organizational measures to protect the Personal Data from (i) accidental or unlawful destruction and (ii) loss, alteration, unauthorized disclosure of, or access to the Personal Data.
- 13.6.** Publisher shall ensure that appropriate notice and consent mechanisms as may be required by Applicable Data Protection Law are displayed on the Site.
- 13.7.** Each party shall (i) comply with all applicable laws, rules and regulations in performing its respective obligations and exercising its rights under the Agreement, including with respect to consumer protection and privacy, and (ii) use commercially reasonable efforts and cooperate with the other to detect, limit, prevent, and prohibit Prohibited Activities by third parties.

14. Term and Termination

- 14.1.** This term will begin upon our acceptance of your application, your satisfaction of the Eligibility Requirements described above, and your agreement to and compliance under this Agreement and will end when the Agreement is terminated by either you or us pursuant to these terms, giving three (3) months' notice, effective at the end of the month. The date the notice is received is decisive in determining whether the notice period has been observed.
- 14.2.** Each party may terminate this Agreement immediately in the event that:
- the other party fails to remedy a material breach of this Agreement within forty-eight (48) hours of its receipt of written notice thereof;
 - the services from both sides can no longer be technically executed or co-operation of the services can no longer be guaranteed for financial reasons;
 - insolvency proceedings have been opened or applied for regarding the assets of one of the contractual parties;
 - Tactual or suspected failure to meet the Eligibility Requirements;
 - actual or suspected violation of Section 5.1.5 (prohibited activities);
 - the user clicks achieved through the Publisher's Site show a conversion rate of less than 1% over a period of four consecutive weeks;
 - there are indications that Publisher manipulated or artificially inflated the user clicks achieved through its Sites in order to increase its revenue share;

- the user clicks achieved through Publisher's Sites failed to reach a total of 200 clicks over a period of four consecutive weeks.

14.3. A termination notice must be in writing or text form (email, fax, by post).

15. Miscellaneous

- 15.1.** Should a provision of these Terms and Conditions breach provisions of law, in whole or in part, or is null and void for some other reason, this shall not otherwise affect the validity of these Terms and Conditions. The Parties shall replace the invalid provision, by mutual agreement, with another one that fulfills the economic purpose of the ineffective provision as far as possible.
- 15.2.** This agreement is subject solely to the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on the International Sale of Goods (CISG).
- 15.3.** Jurisdiction and venue for all legal disputes shall lie with the courts of Hamburg, Germany.
- 15.4.** All notices under the Agreement must be made in writing. Notices to Publisher may be made in the UI of the Service, or by e-mail to the address listed in your Account contact information, express courier, or certified mail. Notices to Provider may be made by e-mail to partner@s24.com, express courier, or certified mail. Notice will be effective on receipt.
- 15.5.** Provider is only entitled to amend these Terms and Conditions unilaterally in cases that are reasonable for Publisher, particularly in the event of a change in the legal position due to changes in the law or supreme court case-law and/or changes that are only beneficial to Publisher (such as an extension of the offer by adding further portals). In all other cases, Provider is entitled to change and/or add to these Terms and Conditions giving a reasonable period of notice. Notification may be through publication on the internet on Provider's website or in writing (particularly email). If Publisher fails to object to the amended or additional conditions within a month following publication on the internet or receipt in writing, the amended or additional conditions shall be deemed to have been agreed. If Publisher objects within the time limit, Provider shall be entitled to effect an ordinary termination of the contractual relationship in accordance with the termination periods set out in Section 14.1.
- 15.6.** Publisher may not assign this Agreement, including without limitation, by operation of law or merger, without Provider's prior written approval, and any attempt to assign the Agreement without such prior written approval is void.
- 15.7.** Pursuant to any applicable laws, rules or regulations Publisher agrees to the use of electronic signatures, and other records, and to electronic delivery of notices, policies and records of transactions.
- 15.8.** Neither Publisher nor Provider will be liable for delay or default in the performance of its respective obligations under this Agreement if such delay or default is caused by conditions

beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes. If Publisher's ability to transfer funds to third parties has been materially adversely affected by an event beyond Publisher's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Publisher will make every reasonable effort to make payments on a timely basis to Provider, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Advertiser from any of its obligations as to the amount of money that would have been due and paid without such condition.

Annex 1: Data Processing Agreement

Data Processing Agreement

between

Publisher

- hereinafter referred to as the "controller" -

and

Provider

- hereinafter referred to as "processor" -

Preamble

This contract specifies the obligations of the contracting parties to data protection arising from the use of shopping24 on the basis of the agreed terms of use ("main contract") in its details described in this data processing agreement. It applies to all activities of the processor in connection with the maintenance and support services in accordance with the main contract, and in the context of which employees of the processor or a third party acting on behalf of the processor may come into contact with the personal data of the controller.

Definitions

The terms "personal data" (or "data"), "processing", "supervisory authority", "data subject", "Member State" and "transfer" shall have the same meaning as in the General Data Protection Regulation (GDPR) and their related terms shall be interpreted accordingly.

Scope of application and responsibility

The processor processes personal data on behalf of and in accordance with the instructions of the controller. This includes the activities listed and described in the main contract as well as the scope of its maintenance and support services. Under the main contract, the controller is solely responsible for compliance with the GDPR and/or other EU or national data protection regulations, hereinafter referred to as "data protection regulations", including but not limited to the lawfulness of the transfer to the processor and the lawfulness of the processing of personal data (the controller is the "controller" within the meaning of Article 4 (7) of the GDPR).

The instructions shall initially be set out in the main contract and may thereafter be amended, complemented or replaced from time to time by written or electronic instructions (text form) as specified by the controller (individual instructions). Verbal instructions must be confirmed immediately in writing or in text form.

Subject matter, duration and specification of the commissioned processing

The subject matter of this agreement is defined in the main contract. The term of this agreement is based on the term of the main agreement unless the provisions of this agreement result in additional obligations.

The commissioned processing includes the following data. Controllers are publishers.

Type of data	Nature and purpose of data processing	Categories of data subjects
IP address	Forwarding to the controller	Customers or potential customers of the controller
Business contract data of the controller	Provision of services in accordance with the main contract	Customers or potential customers of the controller
Master data of the controller	User identification (e-mail and passwords) to provide access (login), contact data for contract fulfillment	Employees of the controller

The processing of personal data may only take place in a member state of the EEA or a country with an adequate level of data protection. Any transfer of data to a country that is not a member state of the EEA or recognized as having an adequate level of data protection requires the prior consent of the controller and may only take place if the requirements of Article 44 et seq. GDPR are met.

Obligations of the processor

The processor may only process the data within the scope of the commissioned processing and the instructions of the controller, unless there is an exception within the meaning of Article 28 (3) (a) GDPR.

The processor shall design the internal organization in its area of responsibility in such a way that it meets the special requirements of data protection. The processor shall implement technical and organizational measures to adequately protect the controller's data that meet the requirements of the General Data Protection Regulation (Art. 32 GDPR). The processor shall implement appropriate technical and organisational measures to ensure the long-term confidentiality, integrity, availability and resilience of processing systems and services. The controller is aware of these technical and organizational measures and is responsible for ensuring that they offer an appropriate level of protection for the risks of the data to be processed. These measures are set out in the Annex on technical and organizational measures pursuant to Art. 32 GDPR.

The processor shall support the controller to the extent possible in fulfilling the requests and claims of data subjects pursuant to Chapter III of the GDPR and in complying with the obligations set out in Art. 33 to 36 GDPR.

The processor warrants that the employees involved in the processing of the controller's data and other persons working for the processor are prohibited from processing the data outside of the instructions. Furthermore, the processor warrants that the persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. The confidentiality/statutory obligation of confidentiality continues to exist even after the termination of the commissioned processing.

The processor immediately informs the controller if it becomes aware of any violations involving the protection of the controller's personal data or if the processor believes that the data protection provisions of the Union or the Member States are being violated. In this case, the processor takes the necessary measures to secure the data and to mitigate possible negative consequences for the data subjects and immediately consults with the controller on this.

The processor names the controller as the contact person for data protection issues arising in the context of the contract.

The processor guarantees to comply with its obligations under Art. 32 (1) (d) GDPR, to implement a process for regularly testing the effectiveness of technical and organisational measures for ensuring the security of the processing.

The processor corrects or deletes the respective data if instructed to do so by the controller and if this is covered by the scope of the instructions. Where data protection-compliant deletion or a corresponding restriction of data processing is not possible, the processor is responsible for the data protection-compliant destruction of data carriers and other materials on the basis of an individual order by the controller, unless already agreed to in the contract.

Data, data carriers and all other materials are to be either returned or deleted at the request of the controller after termination of the contract.

Obligations of the controller

The controller shall inform the processor without undue delay and comprehensively if it discovers errors or irregularities with regard to data protection provisions in the results of the processing.

In the event of a claim against the processor by a data subject with regard to possible claims under Art. 82 GDPR, the controller is obliged to support the processor with regard to the verification of active legitimacy in the defense against the claim.

The controller provides the processor with the name of the contact person for data protection questions arising within the scope of the contract.

Requests from data subject

If a data subject requests the processor to rectify, disclose, erase, restrict or transfer data, the processor shall refer the data subject to the controller if it is possible to assign the data subject to the controller based on the information provided by the data subject. The processor shall forward the data subject's request to the controller without undue delay. The processor supports the controller within the scope of its possibilities and in accordance with instructions, if so agreed. The processor is not liable if the controller fails to respond to the data subject's request, fails to respond correctly or fails to respond within a given deadline. The processor supports the controller within the scope of its possibilities and in accordance with instructions, if so agreed. The processor is not liable if the controller fails to respond to the data subject's request, fails to respond correctly or fails to respond within a given deadline. The processor supports the controller within the scope of its possibilities and in accordance with instructions, if so agreed. The processor is not liable if the controller fails to respond to the data subject's request, fails to respond correctly or fails to respond within a set deadline.

Evidence of compliance

The processor provides the controller with suitable evidence of compliance with the obligations laid down in this contract.

Should inspections by the controller or by an auditor appointed by the controller be necessary in individual cases, these shall be carried out during normal business hours, without disrupting operations, after notification and taking into account a reasonable time for preparation. The processor is entitled to make this dependent on the signing of a confidentiality agreement with regard to the data of other customers and the technical and organisational measures put in place. Should the auditor commissioned by the controller be in a competitive relationship with the processor, the processor has a right of objection to this auditor.

Should a data protection supervisory authority or another supervisory authority of the controller carry out an inspection, paragraph 2 of this section shall apply accordingly. It is not necessary to sign a confidentiality agreement if the supervisory authority is subject to professional or statutory confidentiality, where a violation is punishable under the Criminal Code.

Sub-processors

The controller permits the processor to use sub-processors. The processor notifies the controller before hiring or replacing a sub-processor. The controller may object to the change within a reasonable period of time and for good cause. If no objection is raised within this period, consent to the change is deemed to have been granted.

The processor shall conclude data processing agreements with sub-processors which extend all data protection obligations arising from this data processing agreement to the sub-processors, including technical and organisational measures.

If the sub-processor provides the agreed service outside the EEA or a suitable country, the processor ensures compliance with data protection regulations and arranges appropriate safeguards (e.g. via EU standard contractual clauses).

Duty to provide information, requirement of written form, choice of law

Should personal data of the controller become subject to search and seizure, attachment order, seizure in the course of bankruptcy or insolvency proceedings or similar events or third-party actions in the course of processing, the processor will inform the controller without undue delay. The processor will immediately inform all parties involved in such measures that the personal data concerned is the sole property of and the responsibility of the controller, that the personal data is available exclusively to the controller and that the controller is the responsible party within the meaning of the GDPR.

Amendments and additions to this data processing agreement and all its components, including all commitments made by the processor, must be made in writing (including in electronic form (text form)) in order to be legally effective and must explicitly state that they are an amendment or addition to these provisions. This also applies to the waiver of the requirement of written form.

In the event of any contradictions, the provisions of this data processing agreement take precedence over the provisions of the main contract. Should individual provisions of this data processing agreement be legally invalid, the validity of the remaining provisions shall remain unaffected.

The applicable law and place of jurisdiction for this data processing agreement is German law.

Liability and damages

Subject to the agreed limits of liability in the main contract, each party agrees to indemnify the other party, at its own expense, against all costs, claims, damages or expenses incurred by the other party or for which the other party may be held liable as a result of the failure of the first party or its employees or agents to fulfil an obligation under this data processing agreement.

Nothing in this data processing agreement shall restrict or modify the responsibility of the controller under the GDPR.

Schedule 1 - Technical and organizational measures (TOM) within the meaning of Art. 32 GDPR

Regardless of any additional measures agreed to in the main contract, the processor ensures that at least the following technical and organisational measures are guaranteed.

Confidentiality (Article 32 (1) (b) GDPR)

- Admission control: No unauthorised access to data processing facilities, e.g. using magnetic or chip cards, keys, electronic door openers, security services for facilities and/or security personnel for the entrance, alarm systems, video/CCTV systems.
- Access control: No unauthorised use of data processing and data storage systems, for example through (secure) passwords, automatic blocking/locking mechanisms, two-factor authentication, encryption of data carriers/storage media.
- Internal access control: (User rights for accessing and modifying data). No unauthorised reading, copying, modifying or deleting of data within the system, e.g. authorisation concept, needs-based access rights, logging of system access events.
- Isolation control: Isolated data processing, collected for different purposes, for example, through support for multiple clients, sandboxing.
- Pseudonymization (Article 32 (1) (a) GDPR; Article 25 (1) GDPR): Processing of personal data in such a manner that the personal data cannot be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to appropriate technical and organisational measures.

Integrity (Article 32 (1) (b) GDPR)

- Data transfer control: No unauthorised reading, copying, modifying or deleting of data during electronic transmission or physical transport, e.g. by means of encryption, virtual private networks (VPN), electronic signatures.
- Data input control: The verification of whether and by whom personal data is entered into, changed in or deleted from a data processing system, for example by: logging or document management.

Availability and stability (Article 32 (1) (b) GDPR)

- Availability control: Prevention of accidental or intentional destruction or loss, for example through: security strategy (online/offline; on-site/off-site), uninterruptible power supply (UPS), virus protection, firewall, reporting procedures and emergency planning.
- Rapid restoration (Article 32 (1) (c) GDPR).

Procedures for periodic review, assessment and evaluation (Article 32 (1) (d) GDPR; Article 25 (1) GDPR)

- Data protection management
- Incident response management
- Order or contract control
- Data protection by design and by default (Article 25 (2) GDPR)
- No data processing by third parties in accordance with Article 28 of the GDPR without corresponding instructions from the controller, for example through clear and explicit contractual agreements, formalised order management, strict controls regarding the selection of the service provider, pre-evaluation requirement, supervisory follow-up review.

Further information

Technical and organisational measures to ensure the security of data centres and network access and their availability are guaranteed, among other things, by the services of the sub-processor Amazon Web Services. Further details on the technical and organisational measures for the levels of perimeter, infrastructure, data and the environment can be found on the Amazon AWS website.