

Terms and Conditions

These Terms and Conditions ("Agreement") describe the terms and conditions under which you ("Partner," "you," or "your") may access and use shopping 24 services provided by shopping24 Gesellschaft für multimediale Anwendungen mbH, An der Alster 45, 20099 Hamburg ("Provider").

This Agreement governs all insertion orders ("Insertion Order," or "IO") entered into by Provider and Partner, which may specify and supplement the service as set out in this Agreement.

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) (for instance, as an advertising agency on behalf of a Partner or as a reseller), you represent that you have the authority to bind any such third party(ies), and the terms "Partner," "you," or "your" will also refer to such third party(ies).

1. Definitions

"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 for purchase through the Services for the display of Advertising.

"Agreement" means, collectively: (i) these terms and conditions, (ii) any Insertion Order that incorporates these terms and conditions and is entered into by Partner and Provider by any legally

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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or other privacy and data protection laws (including, where applicable, EU Data Protection Law) as may be amended or superseded from time to time.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 Partner’s Ad campaigns launched through the Services.

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

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

“Documentation” means reference documents, support service guidelines, policies, or technical material relating to the Services or Technology that are provided by Provider to Partner.

“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).

“Insertion Order” means an order form, or schedule, or other document (including an online registration page, online order form) entered into or accepted by Partner and Provider that incorporates these terms and conditions and that sets forth one or more Service(s) being provided by Provider to Partner and specific terms applicable to each such Service.

“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.

“Partner” means any commercial operators of online shops who want to advertise their products using the portals of Provider and of the Provider’s co-operation partners and/or any party engaged in the purchase or sale of media space made available through the Services for the display of Advertisings.

“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 Partner by Provider in connection with the Technology; and (ii) requirements, prohibitions, and guidelines applicable to Partner’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 Partner via the Services of the applicable service or otherwise made known to Partner.

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

“Prohibited Content” means any content or material that: (i) violates any applicable law, rule or regulation; (ii) promotes violence, discrimination, hatred, peer-to-peer applications, networks or sites, copyright protection circumvention, or unlawful subject matter or activities; (iii) violates any Intellectual Property Right or other proprietary, privacy, contract, or legal right of any third party; or (iv) is defamatory, libelous, deceptive, pornographic or sexually explicit.

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

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

“Technology” means any proprietary or confidential technology or materials of Provider: (i) made accessible to Partner or (ii) made accessible to third parties and/or Affiliates by Partner or at Partner’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.

2. The Scope of this Agreement

- 2.1. The following provisions apply solely to the agreement between Provider and Partner.
- 2.2. Provider provides its Services solely on the basis of this Agreement entered into by Partner. Any differing, contradictory or additional terms of Partner, 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 Partner.
- 2.3. In the event of any conflict or inconsistency between provisions or components of these Terms and Conditions and Insertion Order, 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

The Service consists of the following products:

3.1. Portals and Media

- 3.1.1. Provider provides neutral product selection and recommendation portals (“Portals”) on the Internet as a service to operators of online shops. Provider currently operates the following portals:

www.shopping24.de

www.fashion24.de

www.living24.de

www.discount24.de

www.einkaufen24.ch

- 3.1.2. Provider is entitled to include further Media in its offering in order to fulfil the agreement without having to inform Partner about this. Provider also co-operates with portals of other operators in fulfilling this Agreement. Provider reserves the right to enter into further co-operations with other portals and to cease co-operations, without having to notify Partner about this.
- 3.1.3. “Provider offers Partner the opportunity to transmit goods information to Provider, including but not limited to text, images, trademarks, and logos, for display on Provider’s portals as well as those of its cooperation partners. This content may be used to generate interest in Partner’s offerings and direct Users to Partner’s online shop or website. To facilitate this, Provider integrates a link within each Ad that redirects Users to a destination of Partner’s choosing, such as the homepage, category pages, product pages, or any other relevant landing page within Partner’s online shop (“Partner Website”). Cooperation partners of Provider similarly implement links in their respective portals. While the link placement is ensured, no specific display format is guaranteed. When a User clicks a link, they are redirected to Partner’s online shop or Partner Websites (“Click Out”). The Partner makes a payment to the Provider for each Click-Out (see section 19).”
- 3.1.4. Provider offers Partner conversion tracking (also known as sales tracking or order tracking) (“Conversion Tracking”) which allows to record orders placed by Users who come from the Portals. Integration of conversion tracking enables the channel’s performance to be measured and the resulting campaign to be optimized. The tracking enables Provider to display Partner’s KPIs as accurately as possible in Providers’ backend. An instruction for the integration of Provider’s conversion tracking can be found [here](#).

3.2. Platform

- 3.2.1. Provider offers website, dashboard, and tools that Partner has access to create, launch, monitor, pause, and stop an Ad campaign, and access to a network and external supply to connect advertisers with publishers (“Platform”). In that regard, the Provider provides access to Documentation and Technology used to effect and facilitate the Service.
- 3.2.2. Partner can request to work with Provider (including within the Platform where such functionality is available) to manage display preferences when and to the extent such controls are made available to Provider. Partner acknowledges that Provider cannot control where and how often Ads will be displayed within the network.
- 3.2.3. Provider offers pixel(s) or other tracking technology, as mutually agreed to by the parties, (the “Provider Pixels”) for Partner to be placed on Partner’s landing pages. Provider will use such Provider Pixels for operational purposes such as to collect

conversion data, perform Platform analytics, integrate and link data and otherwise optimize the manner in which it collects, segments, or targets. For avoidance of doubt, Provider may create derivative data products and data models (e.g., segmentation and optimization models) from these Provider Pixels. Provider may update, change, or substitute the Provider Pixel at any time in its reasonable discretion provided that it does not disrupt the functioning of Partner's landing page and serves the same purpose.

3.2.4. Provider may also offer managed account services to Partner.

3.3. Changes to the Service

3.3.1. Provider will host the Services and may update the Services from time to time in accordance with this Agreement. If Provider provides Services updates to Partner that require action on Partner's part, Partner will integrate the updates within 30 days. Provider may make changes to the Services (including discontinuation of all or part of the Services) at any time. Provider will provide notice to Partner of material changes in accordance with this Agreement. If Partner does not wish to continue to use the modified Services, Partner's sole remedy is to terminate the Agreement by providing written notice to Provider.

4. ACCOUNT AND CAMPAIGN SETUP

- 4.1. Setting up an account with Provider is free of charge. Partner will choose login credentials, including a password, for its account and is responsible for all activities that occur through its Account or with its credentials. Partner will use reasonable measures to secure its Account credentials and will promptly notify Provider of any breach of security, misuse, or unauthorized use of its Account or credentials.
- 4.2. Partner will use the Platform to manage its receipt of Services to set up its campaigns, specifically to set goal and other details, and to review performance. Provider will use commercially reasonable efforts to comply with the budget specified by Partner.

5. Performance and Obligations of the Provider

5.1. Specific Performance and Obligations concerning the Portals

5.1.1. Provider is responsible for the operation and design of the Portals operated by Provider. Provider determines the technical functionalities of its portals and is free to decide to restrict certain functionalities for certain Users who are registered with and are logged onto the Provider's Portals. Provider has no influence over the design and operation of Portals operated by co-operation partners.

- 5.1.2. Provider electronically integrates the Content into the Portals operated by the Provider ("Product Presentation") and arranges for a corresponding Product Presentation in the Portals of its cooperation partners. Provider is not obliged to integrate Content or have its co-operation partners integrate such content. Provider shall decide itself on which and on how many of its Portals or those of its co-operation partners Product Presentations are displayed. Provider and its cooperation partners are entitled at all times to delete Content and Product Presentations which have been made available. The Partner is aware and accepts that ceasing and removing Product Presentations may take a certain amount of time (generally less than 72 hours) ("Implementation Time"), even after the end of the contract. Provider is free to choose the display format and technical implementation of Product Presentations. Provider reserves the right to display to certain Users, e.g. registered and logged-on Users, a certain selection of Product Presentations.
- 5.1.3. Provider has no influence over the User's buying decision and is not responsible towards Partner for success in whatever form.
- 5.1.4. Provider and Provider's co-operation partners are entitled to provide and/or use marketing services, also using the content provided, which are intended to lead to more visits to the Portals. These services may be placed on the Portals and take place in some other form (online or offline), in particular as a newsletter, target group mailshot, advertising banners, editorial, social media posts, placement in advertising and affiliated networks, advertising campaigns, deep links to particularly attractive offers and integration of content in keyword advertising programmes.
- 5.1.5. Provider reserves the right to extend the Services, in particular to add further Portals, change the existing services or effect improvements, provided that such changes are reasonable for Partner.
- 5.1.6. Provider shall set up password-protected access to the administrator area for the Partner to update its master data and to have access to the statistical analysis of User behaviour provided by Provider (including chargeable Click-Outs).

5.2. Specific Performance and Obligations concerning the Platform and Technology

- 5.2.1. Provider shall make the Platform and Technology accessible to Partner pursuant to this Agreement and, unless otherwise stated in the applicable Insertion Order, provide Partner with access to applicable Project Materials. Partner acknowledges that Provider may utilize one or more of its Affiliates, as appropriate, to fulfill its obligations under this Agreement.
- 5.2.2. Provider will maintain throughout the Term all software codes and tags necessary for Partner to serve the Ad in accordance with this Agreement.

- 5.2.3. Provider will use commercially reasonable efforts not to display Ads on websites or applications that it determines to be pornographic, defamatory, obscene, or illegal in nature. If Partner notifies Provider in writing that Ads are being displayed in this manner, Provider will use commercially reasonable efforts to prevent Ads from continuing to display in this manner.

6. Performance and Obligations of the Partner

6.1. Specific Performance and Obligations concerning the Portals and Media

- 6.1.1. Partner supplies Provider with Content and links to the Partner websites. Partner is responsible for all content transmitted to the Provider.
- 6.1.2. Partner offers the User its goods in its own name and for its own account. It manages customers gained through the Portal in its own portfolio. Partner shall handle all purchases of the respective User and transactions processing (including shipping, payment, processing of returns etc.) independently in legal and economic terms. Partner is not entitled to act in Provider's name in business dealings.
- 6.1.3. Partner shall supply Provider with the data necessary to be integrated into the Portals. A user guide on this and the technical requirements regarding the provision of data by Partner, in particular the definition of the technical interface and data formats, may be accessed online in the "Whitepaper Datafeed" at <https://s24.wikiplace.io/c/4021977103/feed+specifications>. Partner must report changes to the data feed or associated data to Provider by email at partner@s24.com at least 48 hours in advance. If Click-Outs occur which are not wanted by Partner because of unnotified changes or changes not notified far enough in advance which are not accepted and implemented because of an incorrect entry by Partner, a charge will still be levied for these Click-Outs. This does not affect the arrangements relating to the implementation period as set out in this Agreement.
- 6.1.4. Partner shall supply Provider, without being requested, with the relevant up-to-date version of content (in particular product images, trademarks, logos and product text). Product pictures must meaningfully depict the product in question. At least one complete image of the product is required. Detail images are only permitted as additional product pictures. Submitted product titles may only include the product name and type and not the name of Partner or its online shop.
- 6.1.5. Partner guarantees that it will set up, operate and provide its systems, website and content in such a way that the security, integrity and availability of the Portals operated by Provider are not prejudiced. The Provider is entitled to remedy such impairments by blocking or removing Content or Product Presentations without warning. Furthermore,

Provider may uninstall, or block programs installed by Partner that impair the operating performance of Provider's servers.

- 6.1.6. Partner guarantees the setup and maintenance of the technical operation of Partner Website and the associated equipment and the presentation of Content on Partner Website. Partner Website must be a complete, not merely temporary detailed product page with a clearly recognizable offer, and it may not include any automatic forwarding. Before the co-operation begins, Partner must obtain information from Provider about the respective access configuration in the specific technical arrangement and ensure that the technical components (hardware and software) are compatible. Provider does not guarantee the functionality and compatibility of the services with the infrastructure (hardware and software) at Partner.
- 6.1.7. Partner shall not, to the best of its knowledge, use any designs/constructions in its online shop and on the Partner Website which may negatively affect the evaluation, retrievability or presentation of the Portals operated by Provider (or by Provider's co-operation partners) in search engines, be this because of a negative influence on known search engine algorithms or inclusion in the negative lists usually used in the advertising industry. Partner shall remove any such designs/constructions which may be present at Provider's request.
- 6.1.8. Partner is obliged to inform the Provider promptly, i.e. at least with four weeks' notice, about technical changes in Partner's online shop and on Partner Website. Partner is aware that any technical changes that are not reported promptly may result in changes in the quality of the traffic supplied by Portals.
- 6.1.9. Partner is obliged to keep the passwords received from the Provider confidential and secure them sufficiently from unauthorized access.
- 6.1.10. Partner consents to Content and Product Presentations on Provider's Portals being retrievable as part of a search function, including a comparison of Partner's products with those of competitors. Partner consents to the possibility of Content and Product Presentations on Provider's Portals being rated via a community platform etc. and undertakes to only to take steps against individual ratings if Provider has explicitly consented to such action in writing.
- 6.1.11. Partner shall not send any unsolicited mass mailings or arrange for them to be sent by email or in newsgroups ('spamming') which are associated with the service supplied by Provider. Provider is entitled to block Partner's Content and Product Presentations immediately in the event of a breach.
- 6.1.12. Partner shall operate its online shop and the Partner website in such a way that it does not infringe statutory prohibitions, common decency or rights of third parties (name rights, copyrights, trademark rights and privacy rights etc.) in its form, content and/or the purpose its pursues. In particular, Partner must not offer or display any

Prohibited Content. It is further obliged not to encourage criminal acts or provide instruction on how to commit them or offer any services or have them offered that concern pornographic and/or erotic material (e.g. nude images, peepshows etc.).

Partner shall also not transmit any Content that:

- is clearly capable of corrupting the morals of children and young people, in particular those that are indexed under applicable law or are liable to impair the physical, mental or spiritual well-being of children and young people. Partner guarantees that no alcoholic drinks and/or tobacco shall be issued to minors as prohibited under applicable law. Partner shall supply Provider with proof that it has taken the necessary precautionary measures (e.g. verification of age).

6.1.13. Provider is entitled to remove or block access to such Content, Product

Presentations or links in the event of breaches against these regulations. Access may be blocked to Partner's entire offering on all Portals if the problematic offer cannot be definitively isolated. It is left to Partner to provide evidence that the content is actually harmless. The offer will be re-activated as soon as it is provided.

6.2. Specific Performance and Obligations concerning the Platform and Technology

6.2.1. Partner will comply with all requirements for use of the Platform and Technology communicated by Provider to Partner via Documentation, and acknowledges that absent such compliance, Provider may be unable to provide these services to Partner.

6.2.2. Certain parts of the Platform require the creation of a user account with third parties to provide their products or services on the Platform. Partner is responsible for reviewing any applicable terms before participating in any part of the Platform to which such terms apply. Partner agrees that Provider may accept certain third party terms and conditions as agent on Partner's behalf where necessary for Provider to perform the requested services by Partner.

6.2.3. Partner shall: (a) provide true, accurate, current and complete information as prompted by the Platform or otherwise requested by Provider in establishing an account for accessing the Platform and Technology (such information, the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

6.2.4. Partner shall conform to the Platform Policies.

6.2.5. Partner shall not do any of the following (each a "Prohibited Activity"): (i) provide or deliver or perpetuate through the Platform any Prohibited Content or malicious code, via Media or Ads purchased or sold or otherwise; (ii) generate impressions, clicks, displays, views, conversions or any other actions that are tracked and may serve as a basis for payment or analysis (collectively "Reported Actions") with respect to any Ad or Media purchased, sold, delivered, or served via the Platform through any invalid

means, or otherwise deploy or facilitate invalid means in its use of the Platform or Technology. In addition, if Partner uses a third party's technology or materials in connection with Partner's activities under this Agreement, Partner will not violate any agreements, conditions or terms of usage imposed by such third party on Partner related to the use of such third party's technology or materials.

7. Grant of Rights and Ownership

- 7.1. Subject to Partner's payment and the terms set forth in this Agreement, Provider grants the following limited, worldwide, non-exclusive, non-transferable rights and licenses without the right of sublicense to Partner during the Term: (i) for applicable Services, to access and use the Platform and Documentation solely for Partner's internal business purposes, and solely on Partner's own behalf, in connection with its receipt of the Services; (ii) for web related Services, to integrate the pixel (or other script or code) into Partner's website for web-related Services; (iii) for mobile related Services, to integrate the SDK (in object code form) into Partner's mobile and tablet applications for mobile-related Services, or (iv) to integrate through other mutually agreed upon means (e.g., integration using the Provider API).
- 7.2. During the Term, Partner grants Provider a worldwide, royalty-free, non-transferable (except as necessary for Provider to provide the Services) license to use, distribute, reproduce, adapt (with respect to sizing or as specifically requested by Partner), publicly perform, and publicly display, the Partner Content in Ads on the network or otherwise in connection with the Services and in promotional materials related to the Services plus a further six months after the end of this Agreement in order to ensure a reasonable exhaustion period for the marketing services as defined in Section 5.1.4..
- 7.3. Partner also grants the Provider the right to edit the Content provided for the purpose of producing the Product Presentations, in particular to redesign, shorten or add to it or combine it with other content. Provider is also granted the right to transfer the user rights transferred by the Partner to co-operation partners for the purpose of fulfilling the Agreement.
- 7.4. To the extent Partner chooses to buy or sell Ad Inventory through the Service, Partner hereby grants to Provider a non-exclusive, non-transferable (other than to a successor in interest in connection with a merger, reorganization or sale of all or substantially all assets or equity) right and license to use, reproduce and display Partner's name, logo, service marks, trademarks and related brand features ("Marks") on or within the user interface for the Service, including as made available to third parties (including but not limited to Buyers and/or their representatives). Provider's use of Partner's Marks will be in compliance with any reasonable written usage guidelines provided to Provider by Partner.

- 7.5. Partner guarantees that no third-party protective rights will be contravened by the publication and forwarding of the Content, Product Presentation or links by the Provider. The Partner particularly guarantees that it has been granted all rights of use and exploitation, without any limitation in terms of time and territory (including the right to show images of people), to the photos and other copyright protected works provided, and that where applicable an effective waiver of the naming of the author has been issued.
- 7.6. Provider is the sole and exclusive owner of all right, title and interest in and to the Service. Partner shall not use the Service except pursuant to the limited rights expressly granted and as specifically set forth in this Agreement.

8. Availability of the Service operated by the Provider

- 8.1. The Provider shall endeavour to make the service of the Portals, Media and Platform it operates directly available for 24 hours, seven days a week during the contractual term, subject to servicing and maintenance work and downtime. Use of the Services is at the Partner's own risk. The Provider does not guarantee that the Services will be available at all times without interruption, promptly, securely or free from errors.
- 8.2. Business interruptions are possible. This applies particularly while servicing and/or repair work and/or updates are being carried out, as well as during periods in which the webserver cannot be reached via the Internet because of technical or other problems which are outside the Provider's control (force majeure, third-party negligence, failure of communication networks and gateways of other operators, faults due to the relevant line provider etc.).

9. Service Fees

- 9.1. Unless expressly agreed to in writing by Provider, spend or conversions will be based either on a mutually agreed third party tracking software or Provider's own measurements and tracking through its servers using the number of acquisition targets, click outs and other indicators necessary for calculating the service fees payable by Partner. Partner may access these measurements and further information on the calculation through the Platform.

10. Payment

- 10.1. A charge is levied per Click-Out from the moment when a User activates a link to Partner Website installed by Provider. A charge is also levied for a Click-Out if it occurs via a link from a portal that has still not been named at the time when the contract is

signed. A charge is also levied for Click-Outs which are generated during an implementation period, except after the end of an Insertion Order. No charge is levied for Click-Outs which are generated by search machine crawlers, bots or click fraud.

- 10.2. Provider measures the number of Click-Outs. Partner receives a monthly invoice for the Click-Outs. The chargeable Click-Outs determined by Provider form the basis for billing. Any Click-Outs that are not chargeable will not be listed in the monthly invoices. The relevant price per click will be specified on the Platform.
- 10.3. Partner is aware and accepts that the determination of the chargeable Click-Outs may be subject to measurement fluctuations in rare cases. Partner allows Provider a measurement tolerance of 10% in this respect. If the number of chargeable Click-Outs in a measurement made by Partner itself is less than 10% below the number of Click-Outs invoiced by Provider, Provider's measurement shall remain binding. If Partner is able to substantiate a deviation of more than 10%, the claim of Provider, including a 10% measurement tolerance, shall continue to be due. Partner reserves its statutory right to claim a repayment. The deviations exceeding the measurement tolerance shall be checked by Provider with support from Partner and, depending on the result of the check, will be cancelled by Provider or become immediately due. The Partner shall provide the required assistance in checking the number of chargeable Click-Outs. If the Partner refuses to co-operate, Provider shall be entitled, after ineffectively setting a time limit of at least one week, to charge the full amount.
- 10.4. For auto payment accounts, Partner agrees to keep valid payment method information (for example, credit card or PayPal account information) on file in your account at all times. Partner authorizes Provider to charge recurring amounts due when your billing threshold is met using the valid payment details provided by Partner. Provider reserves the right to discontinue the auto payment services at any time for any reason upon notice. Claims relating to account charges must be raised by Partner within 30 days of receipt or will be barred. If Partner's account has incurred spend, but has not met its threshold billing requirement, Provider will charge Partner's card equal to the amount owing after 30 days.
- 10.5. Provider may, in its sole discretion, allow Partner to submit an Insertion Order requesting Services. Provider reserves the right to request a prepayment from Partner at any time. Provider will send Partner a monthly invoice via email reflecting the amount owed by Partner to Provider. Partner will pay the amount set out in each invoice, without set-off, within 14 days of its receipt of such invoice. Provider may charge interest on overdue amounts, from the due date up to the date of actual payment, whether before or after any judgment, at a monthly rate of 1.5%, or the highest rate permitted by applicable law, whichever is less. Partner will reimburse Provider for expenses and recovery costs incurred in collecting any past due amounts, including reasonable attorney's fees. Claims relating to

invoices or account charges must be raised by Partner within 30 days of receipt of the invoice or will be barred.

- 10.6. Provider is entitled to ask for payment of the invoice by SEPA direct debit. Partner shall in that case issue Provider with a SEPA direct debit mandate in writing. Provider shall provide Partner with a creditor ID and a mandate reference for this purpose. Partner shall be charged a reasonable processing fee for the administrative process if the SEPA direct debit mandate is not issued or is rejected. In these cases, Provider is also entitled to block Partner from access the Service.
- 10.7. Partner agrees that they have all necessary right, power, and authority to authorize each such payment. For certain payment methods, the issuer of Partner's payment method may charge you a foreign transaction fee or other charges. Check with your payment method service provider for details. If Partner develops credit conditions (e.g., excessive credit card denials, chargebacks, return-to-maker payments due to insufficient funds, or increased risk of insolvency) or Provider otherwise designates Partner as a credit risk, Provider reserves the right to require prepayment. Partner agrees to maintain sufficient funds or credit availability in their payment method to satisfy their amounts due and that Provider will have no obligation to provide the Services if sufficient funds are not available at the time your payment is submitted, and Provider reserves the right to suspend Partner's campaigns due to failed payments or insufficient balance.
- 10.8. All payments to Provider will be made in Euro, unless otherwise agreed to in an Insertion Order or offered through the Platform. Payments are quoted exclusive of any taxes. Partner 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.

11. Limitation of Liability

- 11.1. The 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 jeopardised 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 the Provider. If a breach of a key obligation is not grossly negligent or deliberate, the 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.

- 11.2. The 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).
- 11.3. The Provider is not liable for data “transmitted” by the Partner in error (e.g. numerical errors). It is incumbent upon the Partner to provide the data correctly.
- 11.4. The Partner 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.
- 11.5. Notwithstanding possible shorter statutory limits, any claims against the 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.

12. Indemnification

- 12.1. 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.
- 12.2. With respect to the Portals, in the event of a warning based on competition and/or copyright law or other warning by third parties due to an infringement of Intellectual Property Rights, Provider shall be entitled to make cease-and-desist declarations and to immediately block the allegedly infringing content, Product Presentations or links or remove them from the Portals until the matter has been clarified. Partner must compensate Provider for the costs that are incurred due to the warning and due to the deletion from the Portal.
- 12.3. 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.

13. Mutual Representations and Warranties

- 13.1. Partner 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.
- 13.2. 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 Partner (or Partner'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 11.

14. Duty of Confidentiality

- 14.1. 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, trade secrets and business processes. The terms and conditions (including pricing) of each Insertion Order are Confidential

Information of each party. Partner Materials are Confidential Information of Partner. 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.

- 14.2. 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.
- 14.3. 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.
- 14.4. 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.

15. Data Protection and Compliance

- 15.1. The parties acknowledge that some or all of the Campaign Data may qualify as, or include, Personal Data and that Applicable Data Protection Laws may apply to the processing of the Campaign Data. Where this is the case, each party shall comply with such Applicable Data Protection Law with respect to its processing of the Campaign Data.
- 15.2. To the extent that the 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 Partner 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 Campaign Data as joint controllers.
- 15.3. Provider agrees that it shall process the Campaign Data that it collects only for the purposes permitted by this Agreement and Applicable Data Protection Laws.
- 15.4. 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 (ii) shall only use any Personal Data in a manner consistent with this Agreement, and each party's privacy policy. Provider will not provide to Partner any Personal Data about a User.
- 15.5. Each party shall implement appropriate technical and organizational measures to protect the Campaign Data from (i) accidental or unlawful destruction and (ii) loss, alteration, unauthorized disclosure of, or access to the Campaign Data.
- 15.6. Provider uses pixels to provide its Service. Partner shall ensure that appropriate notice and consent mechanisms as may be required by Applicable Data Protection Law are displayed upon digital properties in which Partner places Provider's pixels so that Provider can provide its Service lawfully through such properties. Upon written request, Provider shall provide Partner with such information as Partner may reasonably require about the Provider pixels so that Partner can ensure that appropriate notice and consent mechanisms are displayed. Partner shall not fire any Provider pixels unless and until any necessary consents required under Applicable Data Protection Laws have been obtained.
- 15.7. 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.

16. Term and Termination

- 16.1. The Agreement is concluded for an indefinite period and may be terminated by either party, giving three (3) months' notice, effective at the end of the month. The date the declaration is received is decisive in determining whether the notice period has been observed.
- 16.2. 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;
 - payment arrears by the Partner of more than two months' instalments or a not insignificant portion of the remuneration;
 - the data/content provided by the Partner breaches legal requirements/prohibitions, common decency or third-party rights;
 - the Partner breaches the obligations under Section 7.

Partner may terminate any Ad Campaign on twenty-four (24) hours' written notice.

Provider may terminate this Agreement immediately, without notice, in the event that Partner fails to comply with Provider's Advertising Policies.

In addition, Provider may terminate or suspend Partner's access to or use of the Service or terminate this Agreement at any time if (a) in the sole discretion of Provider, such action is necessary to prevent errors or harm to any system or network, or to limit Provider's or its affiliates' liability; or (b) Partner attempts to access or use the Service in an unauthorized manner, including, without limitation, any attempt to gain access to the accounts of other Provider customers or use the Service in a way that infringes upon Provider's, its affiliates' or a third party's Intellectual Property Rights, or the use of automated systems or software to extract data from the Sites for commercial purposes (also known as screen scraping), unless where Partner has a written agreement with Provider particularly to this extent.

In the event that Partner has made a campaign prepayment and Provider discovers that Partner has violated Provider's Platform Policies by using non-standard URL redirects to surreptitiously redirect Visitors to landing page content that (a) does not match the landing page content originally submitted for distribution through the Service or (b) is not otherwise in compliance with Provider's Platform Policies as a result of "cloaking" or other techniques that hide the true destination landing page that a Visitor is directed to from Partner's URLs, Provider shall be entitled to either charge the remaining amount of Partner's spend to the credit card maintained on file or retain any campaign prepayments made, in which case,

Provider will not refund any such funds. For clarity, Provider shall be entitled to retain the prepayment and will not refund any such funds in the event of such breach by Partner.

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

17. Miscellaneous

17.1. 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.

17.2. 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).

17.3. Jurisdiction and venue for all legal disputes shall lie with the courts of Hamburg, Germany.

17.4. All notices under the Agreement must be made in writing. Notices to Partner 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.

17.5. The Provider is only entitled to amend these Terms and Conditions unilaterally in cases that are reasonable for the Partner, 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 the Partner (such as an extension of the offer by adding further portals). In all other cases, the 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 the Provider's website or in writing (particularly email). If the Partner 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 the Partner objects within the time limit, the Provider shall be entitled to effect an ordinary termination of the contractual relationship in accordance with the termination periods set out in section 16.1.

17.6. Partner may not assign this Agreement or any Insertion Order, including without limitation, by operation of law or merger, without Provider's prior written approval, and any attempt to assign the Agreement or any Insertion Order without such prior written approval is void.

17.7. Pursuant to any applicable laws, rules or regulations Partner agrees to the use of electronic signatures, Insertion Orders and other records, and to electronic delivery of notices, policies and records of transactions.

17.8. Neither Partner 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 Partner's ability to transfer funds to third parties has been materially adversely affected by an event beyond Partner's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Partner 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

Partner

- 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 the 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 advertisers.

Type of data	Nature and purpose of data processing	Categories of data subjects
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.