



General terms and conditions for online advertising on IoT Business News (edited by VisiQuest SAS)

The following terms and conditions are applicable for the online medias edited by VisiQuest SAS, namely IoT Business News (<https://iotbusinessnews.com>)

1. Advertising order

(1) An "advertising order" in the context of the following General Terms and Conditions shall be the contract to publish one or more advertisements or presentations in information or communication services, especially the Internet, for the purposes of circulation.

(2) The advertising order is exclusively subject to the General Terms and Conditions and rate card of VisiQuest, which constitute an integral part of the contract. The validity of any terms and conditions on the part of the Client or other space buyer are, if these do not comply with these Terms and Conditions, expressly excluded. Orders for advertising to be published in online media and other media forms are subject to the General Terms and Conditions of the respective media.

2. Advertising forms

(1) An advertising form in the sense of these General Terms and Conditions can, for example, be made up of one or more of the following elements: - a picture, with or without text, moving pictures (e.g. banners), - a sensitive area which, when clicked, initiates a connection to further data at an online address given by the Client, for instance that of the Client (i.e. a link).

(2) Advertisements which in form or appearance are not immediately recognisable as such, will be altered to make this clear.

3. Conclusion of contracts

(1) The contract attains validity through confirmation by VisiQuest in either written form or by e-mail, subject to the provisions of individual contrary agreements. Orders placed orally or by telephone are also subject to these General Terms and Conditions.

(2) In cases of doubt, orders placed by advertising agencies for their customers are a contract between the Publisher and the advertising agency, subject to the provisions of other written agreements. Should an advertiser become the Client, then he/she must be named by the advertising agency. VisiQuest reserves the right to demand proof that the agency indeed has a mandate for that client.

(3) Advertising for goods or services from more than one advertising client or other Client within a particular advertisement (e.g. banners, pop-up ads) requires a separate agreement concluded in writing or by e-mail. Where the targeted number of ad impressions is not reached for the reserved space, VisiQuest has the right to market the remaining impressions to other Clients.

4. Settlement period

(1) If the right to requisition individual advertisements is granted under the terms of a transaction, the order must be carried out within one year of the conclusion of the contract.

5. Extension of an order

(1) If the Client wishes to place more advertisements than agreed upon within the contractual period or



within the period as stated in paragraph 4, provided the capacities of the Publisher are available, this must be done in writing. The Publisher is not obliged to comply with this wish.

6. Compensation

(1) If an order is not fulfilled due to circumstances beyond control of VisiQuest, the Client shall, without prejudice to any other legal obligations, compensate VisiQuest with the difference between the guaranteed amount and the amount corresponding to the actual volume.

7. Delivery of data

(1) The Client is obliged to provide the Publisher with correct advertising material, particularly with regard to the format or the technical specifications of the Publisher within 3 working days prior to placing. If a banner is not provided by the start of the campaign as specified in the order, VisiQuest will put a default banner of its choice in its place. The ad impressions of the default banner will be invoiced to the Client in accordance with the rate card.

(2) The obligation to store the advertisement ends three months after the final circulation.

(3) The Client shall bear any costs to VisiQuest of carrying out changes to the advertising material that are either requested or justifiable.

8. Right of refusal

(1) VisiQuest reserves the right to refuse or block advertising orders - as well as individual call-ups within a contract - if their content violates applicable laws or official regulations, or if the contents are liable to be objected to by the Advertising Authorities in a complaints procedure, or if their publication is unreasonable for VisiQuest due to content, origin or technical form.

(2) In particular, VisiQuest has the right to withdraw an advertisement already published if the Client him-/herself changes its content after the fact, or if the data of a link is changed in such a manner that the conditions of paragraph (1) apply.

9. Guarantee of rights

(1) The Client guarantees that he/she is in the possession of all rights necessary for the placement of an advertisement. The Client exempts VisiQuest from all third-party claims, within the framework of the contract, which might arise through the violation of any legal provisions. Furthermore, VisiQuest is released from the costs of legal defence against such claims. The Client is obliged to support VisiQuest in good faith in its defence against third parties by supplying information and documents.

(2) The Client transfers to VisiQuest all copyrights necessary for the use of the advertisements in all forms of online media, including the Internet. This includes the right of use, ancillary copyright and other rights, in particular the right to duplicate, circulate, transmit, broadcast, abstract from a database and call, both with regard to time and content, to a degree necessary for the completion of the contract. The above mentioned rights are in all cases to be given without restriction of location, and authorizes the placement of advertisements using all known technical methods and all known forms of online media.

10. Warranty of VisiQuest

(1) To meet foreseeable requirements, VisiQuest guarantees the best possible reproduction of the advertisement in line with the customary technical standards. The Client is aware, however, that the current state of technology does not allow a program to be created that is completely free of errors. The warranty does not apply to circumstantial errors. An error in the display of the advertising media is deemed to be circumstantial if it is caused by any of the following conditions: - Use of unsuitable graphic display software and/or hardware (e.g. browser) - A disturbance in the communication networks of other operators - Third-



party computer failure (e.g. of other providers) - Incomplete and/or non-updated content on proxies - Failure of the ad server lasting no longer than 24 hours (continuous or cumulative) within 30 days following the start of the contractually agreed placement. In the event of ad server failure over a considerable period of time (more than 10% of the booked time) within the scope of a fixed, time-based booking, the Client is released from the obligation to make payment for the duration of the failure. Other claims on the part of the Client are inadmissible.

(2) If the reproduction quality of the advertisement is inadequate, the Client is entitled to demand reduced payment or error-free replacement advertising, but only to the extent that the inadequate quality impairs the intended purpose of the advertisement. If the replacement advertisement is also inadequate or unacceptable, the Client has the right to a price reduction or to withdraw from the order.

(3) The Client is not entitled to claim for inadequate publication arising from concealed deficiencies in the advertising documents. The same applies if the advertisement is placed several times and the Client does not draw attention to the errors before the next placement.

11. Disruptions in performance

(1) If the execution of an order cannot be fulfilled for reasons beyond the control of VisiQuest (e.g. software or other technical problems), in particular due to computer failure, force majeure, strikes, legal provisions, disruptions in the sphere of responsibility of third parties (e.g. other providers), network operators or service providers, or for similar reasons, then the order will be repeated, if this is possible. If the order is repeated at the earliest possible opportunity, VisiQuest's claim for payment remains unaffected.

12. Liability

(1) Any claims for damages are excluded. This does not apply where liability is compulsory, e.g. in cases of intent, gross negligence and bodily harm, due to acceptance of a guarantee for the existence of a characteristic, or where key contractual obligations are infringed. However, compensation for infringement of key contractual obligations shall be limited to foreseeable losses typical to the contract, where liability is not due to a case of intent, gross negligence, or acceptance of a guarantee for the existence of a characteristic.

(2) In the event of gross negligence of minor vicarious agents, liability towards companies is limited to the foreseeable damage. This does not apply in the case of violation of key contractual obligations.

13. Rate card

(1) The rate card provided at the time the order is placed applies. In the case of orders confirmed by VisiQuest, however, rate changes will only be effective if VisiQuest has announced these changes at least one month prior to publication of the advertisement. In the event of a rate increase, the Client is entitled to terminate the contract. This right must be exercised within 14 days following receipt of notification of the price increase.

(2) Discounts are granted according to the rate card valid at the time. Advertising agencies and brokers are obligated to use VisiQuest's rate cards for their quotations, contracts and invoices. VisiQuest shall only pay an agency commission when the Client has actively placed an order with VisiQuest and the agency can provide proof that they have consulted the Client accordingly. The conditions of the current rate card apply.

14. Payment and delayed payment

(1) Invoices will be issued as soon as the banner is online. The invoiced amount is the contracted sum. Invoices are payable as per the payment terms mentioned on the invoice. Discounts will not be granted. The Client is in default at the latest 30 days of receipt of the invoice.



(2) In case of delayed or deferred payment, collection fees to the amount of at least 5 euros and interest at a rate of 8 % above the base lending rate p.a. will be charged. In case of delayed payment, VisiQuest can hold back further execution of the current order until payment has been made, and can demand advanced payment for the remaining advertisements.

(3) If there is objective, reasonable doubt regarding the Client's ability to pay, VisiQuest is entitled, even during the term of the contract, to make the publication of further advertisements contingent upon advance payment of the sum in question and on the settlement of invoiced amounts still withstanding, regardless of any previously agreed terms of payment.

15. Cancellation of orders

(1) Orders may be cancelled up to four weeks before the start of the campaign; cancellations must be submitted in writing or by e-mail.

16. Place of performance / Place of jurisdiction

The place of performance is the principle place of business of VisiQuest. The place of jurisdiction for legal proceedings involving business transactions with merchants, legal persons under public law, or public-law special assets is the principal place of business of VisiQuest. Insofar as claims of VisiQuest are not put forward by collection procedure, the place of jurisdiction for non-merchants shall be determined according to their place of residence. French law applies. If the domicile or habitual place of residence of the Client, including non-merchants, is not known at the time the action is filed, or if, after conclusion of the contract, the Client has moved his/her domicile or habitual place of residence outside the jurisdiction of French law, the place of jurisdiction is agreed to be the principle place of business of VisiQuest once the contract has been concluded in writing.