

Terms & Conditions for advertising with Shopping Guide GmbH

1. General

The positioning of advertising on the online media of Shopping Guide GmbH ("Ciao") is exclusively based on the following terms and conditions, which form an essential part of the contract. When the terms and conditions of the advertiser are not in accordance with the terms and conditions in this document then these terms and conditions take precedence.

2. Contract

These terms apply to any written or electronic mail order confirmation received by Ciao in relation to any advertising placement on the Ciao site. Even when an order is placed with oral or telephonic confirmation these terms and conditions apply.

3. Scope

1) Ciao will display the advertising that the advertiser has provided in electronic form (the "Ads"). The display starts on the contractually agreed date and ends with the attainment of the contracted number of ad impressions (actual display of advertising on the pages of Ciao). The number of ad impressions is measured based on the reporting of the ad server used by Ciao (software for control and display of numerical collection of advertising).

2) Ciao is only obliged to display the advertising if the requirements specified under item 4 are met.

3) Ciao will only provide design and programming services if this has been agreed in writing.

4. Requirements for Advertising

1) The advertiser is required to provide complete and correct ads no later than two business days before the scheduled start date of a campaign. These ads must conform to Ciao's technical specifications which are listed in a separate document that is available upon request. If any ads that are required to run on Ciao do not conform to these technical specifications then this must be announced to Ciao in writing or by e-mail at least five working days before the ad is scheduled to be displayed on Ciao. The advertiser has to refund Ciao for any costs that Ciao incurs in making changes to ads so that they can run properly on the Ciao platform.

2) The advertiser grants Ciao all rights for the use of advertising in online media of all kinds, including the Internet, copyright, usage and performance protection rights and other rights, including the right to reproduce, distribute, transfer, transmit, process, extraction of a database and retrieval, in terms of time, location and content to the extent necessary for the execution of the contract. The aforementioned rights are transferred in all cases locally unrestricted and permit for displaying the ads using all known technical methods and all known forms of online media.

3) The advertiser will ensure that the content of the advertisement does not violate applicable local law, statutory and regulatory prohibitions or the rights of third parties, including copyrights. The advertiser exempts Ciao from claims relating to offenses or injuries caused by the advertising and will refund Ciao any damages and costs associated to insufficient rights. The advertiser agrees to support Ciao with information and documents in a legal defense against third parties. Ciao has the right to break the terms of any agreement including all contracts and orders, once evidence of violations relevant to this point is found. This also applies in the event of warnings by third parties.

5. Information Requirements

Ciao will provide traffic data to the advertiser upon request up until 10 days after execution of the order.

6. Pricing

Pricing is based on the prices valid at the date of the order. If the prices in the general price list increases, Ciao reserves the right to adjust offered prices up to two weeks before the start date of the campaign.

7. Payment

1) Invoices will be sent at the end of each month during which the advertising is served. If not stated differently on the invoice the due date is 14 days after the invoice date.

Bank account: Shopping Guide GmbH
Deutsche Bank
Account 6150130
Bank Code: 100 700 00
BIC DEUTDE33XXX
IBAN: DE93100700000615013000

2) The advertiser falls into arrears if payment is not made before the due date. At this point Ciao is entitled to charge base rate plus eight percent as late payment interest. In this case Ciao is also entitled to stop all current advertising from the client. All payments for the agreed contract period will be due immediately.

3) Incorrect invoices must be reported to Ciao by the advertisers within 14 days in writing or by e-mail. These complaints do not change the date when the invoice becomes due.

8. Discounts and agency commission

If the advertiser has been granted a discount upfront and the campaign is being reduced out of a reason not caused by Ciao, the advertiser has to refund the discount pro rata the reduction. Agencies can receive a 15% agency discount.

9. Claim, warranty, liability

1) The advertiser is obliged to check the appearance of all advertising immediately after it starts and thereafter at regular intervals, and to inform Ciao immediately in writing about errors. The assertion of warranty claims will not be satisfied if defects which were present from the beginning, were not brought to the attention of Ciao within one week after the display started.

2) Ciao is liable only for gross negligence.

3) It is not considered an error in the presentation of the advertisement if this wrong presentation is caused by the use of inappropriate software and/or hardware, a disturbance in the communication networks of other operators, a computer failure at third parties, incomplete and/or not updated content on proxies or the failure of the ad server

4) It is not considered an error if the period of incorrect presentation or delivery of the advertisement does not exceed 24 continuous hours or 48 hours in total.

10. Service disruptions

If the execution of a contract fails for reasons for which Ciao is not responsible, in particular due to computer failure, acts of God, strikes, legal provisions, disruptions to the responsibility of third parties or for similar reasons, the fulfillment of the contract will be rescheduled. Subsequent performance within an adequate and reasonable time after the fault keeps the compensation claim of Ciao unchanged. If there is a major shift, the advertiser will be informed accordingly.

11. Termination

Advertising orders must be in writing or by e-mail. The cancellation deadline of standard advertising deals is four weeks before the start of the campaign. After that date a cancellation fee of 50% of the order value applies. For cancellations after the start of a campaign, the cancellation fee is 100% of the order value. For special advertising campaigns (i.e. special integration or user engagement campaigns) the cancellation deadline is 8 weeks before the start of the campaign. If a client cancels after that date the client will be charged for 100% of all production costs and 50% of all media costs.

12. Applicable law, place of performance and jurisdiction

German law applies with the exclusion of the CISG. Performance is Munich.