

1 Contractual partners and applicability

These general terms and conditions regulate the legal relationship between the customer and Online Portal Service AG. They apply to all agreements between Online Portal Service AG and the customer pertaining to the services provided by Online Portal Service AG.

2 Point of taking effect and duration of contract

This contract is concluded upon the successful conclusion of the online advertisement compilation process on the input screen of a website run by Online Portal Service AG and takes effect immediately for the agreed duration, under consideration of these GTC. The online data compilation process has been successfully concluded when the customer's order has been received electronically by Online Portal Service AG.

3 Prices, invoicing and payment terms

The agreed net price is the fixed price for the agreed insertion period of the customer's online advertisement. The net price does not include statutory sales tax at the relevant amount and is charged additionally. The customer owes the amount agreed upon in the contract and will pay this online by credit card.

4 Services of Online Portal Service AG

4.1 Online Portal Service AG applies generally accepted standards when providing its services and takes all necessary care. Online Portal Service AG is entitled to adapt its facilities to technical requirements and to change its range of services at any time and without having to inform the customer. The customer agrees to such changes, as long as these do not restrict his/her service expectations unreasonably.

4.2 Online Portal Service AG determines the type of any access protection. Online Portal Service AG is not obliged to check the identity information of users. The customer undertakes to protect his/her passwords and identification keys from abuse and is liable to Online Portal Service AG for all damages that result from their abuse.

4.3 The placement of the online advertisements is directed towards the selected product and the information contained on the respective website. Exclusion of competition cannot be guaranteed.

4.4 Customer data which is used for its own marketing purposes will be treated in confidence by Online Portal Service AG and not forwarded to third parties.

5 Responsibility of the customer for the design and content of his/her advertisements

5.1 The customer is solely responsible for the design and content of the online advertisements placed by him/her and ensures that his/her online advertisement does not contravene any statutory regulations.

5.2 Online Portal Service AG does not accept any responsibility to check the content of online advertisements and expressly rejects any liability in this regard. Online Portal Service AG can, at any time and at its own discretion, reject or remove online advertisements for uniform and expertly justifiable reasons. If an online advertisement is rejected or removed from the website, the customer is not entitled to any return of payments made by him/her, as long as they correspond to the value of the services already provided by Online Portal Service AG. All other claims of the customer are excluded.

5.3 Should Online Portal Service AG be warned of any possible legal infringement with regard to the customer's online advertisements, Online Portal Service AG is entitled to withdraw from this insertion contract immediately, or to suspend current insertion contracts until Online Portal Service AG considers the matter of infringement to be resolved. In such a case, liability for damages on the part of Online Portal Service AG is excluded. The customer undertakes to immediately enter and take on at his/her own cost procedures and conflicts in connection with the claims of third parties, while at the same time completely indemnifying Online Portal Service AG.

6 Intellectual properties and the observance of third-party rights

6.1 The customer ensures that, in placing his/her online advertisements, he/she observes the rights of third parties, especially company-, copyright and brandrelated rights. Provided that third-party rights apply to components and contents used in his/her online advertisement, the customer confirms that he/she has acquired the necessary usage rights in advance.

6.2 Online Portal Service AG is not obliged to check the existence of such third-party rights or the presence of the customer's necessary rights of usage. However, in cases of doubt, Online Portal Service AG may demand authorisation certification from the customer and may suspend its services until the matter is resolved according to the opinion of Online Portal Service AG. The customer indemnifies Online Portal Service AG completely from all claims for damages made by third parties against Online Portal Service AG.

6.3 All intellectual property rights with regard to services and contents of the websites run by Online Portal Service AG remain with Online Portal Service AG or the authorised third parties. The customer is not entitled to relay or publish the respective data or use it in any way that exceeds the original intended purpose.

7 Use of customer data and data protection

7.1 The customer authorises Online Portal Service AG to integrate the insertion data, including the accompanying elements such as texts, graphics, plans, etc., as well as data about his/her contractual relationship with Online Portal Service AG, into further online and offline services, as well as in those of partners of Online Portal Service AG. There is no entitlement to be published in such media.

7.2 Online Portal Service AG undertakes to comply with the valid data protection laws. Online Portal Service AG cannot comprehensively guarantee the confidentiality, incorruptibility and authenticity of the published data of the customer.

7.3 Online Portal Service AG uses on its websites, including Online Portal Service AG, the web analysis V006

service Google Analytics from Google Inc. Google Analytics uses "cookies", which are text files placed on the customer's computer, to help the website analyse how the customer uses the site. The information generated by the cookie about the use of this website, including IP address of the customer, will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating the customer's use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. The customer may refuse the use of cookies by selecting the appropriate settings on his/her browser. However, Online Portal Service AG wishes to point out that, in such a case, the customer may not be able to use the full functionality of Online Portal Service AG. By using Online Portal Service AG, the customer consents to the processing of data about him/her by Google in the manner and for the purposes set out above.

8 Warranty

8.1 Online Portal Service AG is responsible to the customer for the careful provision of the agreed services by Online Portal Service AG, in accordance with the contract. The customer is entitled only to improvements by Online Portal Service AG for services in accordance with the contract. Annulments and reductions are excluded.

8.2 Online Portal Service AG will repair those technical interruptions that are within its capabilities within a reasonable time. Further warranty claims are excluded. In particular, Online Portal Service AG is not responsible for information in product descriptions or specifications. Online Portal Service AG accepts no responsibility for the compatibility of its services with the hardware or software of the customer.

8.3. Online Portal Service AG cannot extend a warranty for the reliability and completeness of the data published on their websites.

9 Liability and limits of liability

9.1 Online Portal Service AG is liable only in cases of intent and gross negligence. Otherwise, all liability is excluded. Where liability exists on the part of Online

Portal Service AG, it is limited in all cases to the amount of the proven damages, or at the most to the value of the order sum. On no account Online Portal Service AG is liable for consequential losses and loss of profit.

9.2 Online Portal Service AG is neither liable for content and data that has been published on a website run by Online Portal Service AG on the part of users or any third parties, nor for external contents which are referred to from the respective websites, e.g. by linking. Customer data and content that has been deleted after termination of the contract or the non-renewal of a contract is also subject to a disclaimer. Equally, Online Portal Service AG is not liable for illegal activity by users towards the customer (e.g. unauthorised copying of content and similar). Liability in regard to damages as a result of computer viruses or malicious software is excluded.

9.3 The customer is responsible to Online Portal Service AG for all disadvantages that occur for Online Portal Service AG as a result of the infringement of contractual provisions, and releases Online Portal Service AG von from all third-party claims made as a result of alleged infringements of intellectual property or other rights. The customer is aware that illegal activity can also result from simple programme-related references (e.g. links). The customer is therefore obliged to only set up those links for which the criminal activity and the infringement of third-party rights can be excluded.

10 Language versions

Online Portal Service AG makes its (originally German) GTC also available in English, French and Italian. These translated versions of the GTC solely serve the purpose of better comprehension. In case of contradictions between the different language versions, the German version of the GTC shall prevail.

11 Final provisions

11.1 Online Portal Service AG reserves the right to modify these general terms and conditions (GTC) at any time. Corresponding changes will be notified to the customer online. The respective current and

binding version of the GTC is visible on www.online-portal-service.ch.

11.2 Any invalidity of one of the above-mentioned contract provisions does not affect the validity of the rest of the contract.

12 Applicable law and jurisdiction

12.1 The contractual relationship between the parties is subject to Swiss law.

12.2 Exclusive jurisdiction is Zurich.

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