

# Terms and conditions for advertisers, proudBIZ and proudAWAY customers of sensationCLICK! UG (limited liability)

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Commercial Register District Court Cologne | HRB 86425 |

UST-ID: DE305425110

Represented by Mr. Ingo Recher

language: English

## 1. Advertising / proudAWAY / proudBIZ contract

### 1.1

Content of the between the sensationCLICK! UG (Limited liability) (Hereinafter referred to as "sensationCLICK!") and the advertising customer of the contract concluded the advertising/publishing on the of the sensationCLICK! operated websites [AdSpace/Listing] as well as the associated social media channels ["Social Media Push"] (hereinafter referred to as the "campaign").

The exact content can be obtained from the mail order or via the order form available on the website from the advertiser and from the sensationCLICK! confirmed by confirmation.

According to the current status (April 2016), the sensationCLICK! operates the web portal proudout.com, proudJOBS.com, with the associated social media channels.

### 1.2

General terms and conditions, as well as other deviating provisions of the advertiser, apply only with express agreement. Such an agreement is valid only in written form. Verbal collateral agreements do not exist.

## 2. Requirements

to be met by the advertisers and the advertisements made by them

### 2.1

The advertising medium, unless otherwise agreed, consists of a non-animated image in the format specified for the respective campaign.

For our product AdSpace, the advertising medium is further supplemented by a link to an Internet address determined by the advertiser.

We expressly point out that a link to a mobile-optimized page ("responsive") is recommended when switching advertising on mobile-optimized pages.

For our Social Media Push (SMP) product, a picture is required, as well as an optional reference to an Internet address or the reference to a social media account. The so-called Hashtags are also text components.

Should this information be missing during the assignment, the sensationCLICK! reserves the right to create these texts as well as hashtags.

At this point, we would like to point out that the sensationCLICK! excludes the publication of texts and hashtags which point to violence, drugs, weapons and pornography.

For our product proudAWAY and proudBIZ (listing), the needed information is a link to an Internet address determined by the advertiser, 175-word description, 3 Images, 1 Logo and contact data.

Further technical specifications of the advertising medium can be found in the accepted order.

### 2.2

The advertising customer undertakes to ensure that the presentation, the content and the purpose of the sensationCLICK! In no way infringes the rights of third parties. This obligation shall continue to apply to all applicable statutory provisions or governmental orders.

Incorrect information and changes, or other means of advertising which are dangerous according to this regulation 2.2, must be immediately reported to the sensationCLICK! by the knowledge of the advertiser and to make everything necessary for the correction necessary.

### 2.3

In the event of a breach of the advertising material or of the respective target page in the circumstances referred to in section 2.2, sensationCLICK! reserves the right to interrupt or refuse the switching or delivery of the advertising material at any time.

If I am dealing with an SMP, it reserves sensationCLICK! the right to suspend the advertising material, as well as the accompanying text contributions from its social media channels.

Should there be an interruption or the rejection of the advertising medium, the sensationCLICK! will notify the advertisers immediately. This is carried out in general. via email.

If a campaign is interrupted or aborted for the above reasons, the remuneration of the sensationCLICK! is calculated according to the actual period used (AdSpace/Listing). In the case of an SMP, there is no billing since the price calculation for each output is calculated here (see 5.1).

## 3. Obligations of sensationCLICK!

### 3.1

The sensationCLICK! undertakes to implement the agreement on the number, nature of the advertising medium and the advertising channels operated by the sensationCLICK! with advertisers according to the accepted order, and to deliver the advertising material on the agreed date and scope.

### 3.2

The sensationCLICK! does not give any guarantees about the number of advertising impressions (in the case of booking a running time instead of Ad-Impressions), clicks or other reactions to the advertising medium.

This also includes the number of Likes, Friends / Follower when booking the SMP.

### 3.3

In cases of force majeure, sensationCLICK! is exempt from liability.

Any unforeseen events or events which cannot be avoided for sensationCLICK! are taken under force majeure.

In particular, official measures, malfunctions, and failure of communication networks must be included here.

This also applies to other technical faults. Even where such circumstances arise in the field of subcontractors, Subcontractors or their subcontractors, or sub-node operators authorized by the provider, emergency measures (for example, in the context of combating viruses) as well as legal work-fighting measures, also in third-party enterprises.

### 3.4

For the fulfillment of the contract, the sensationCLICK! is entitled to use third parties (fulfillment auxiliaries) and to provide the data required to the extent necessary.

In doing so, the sensationCLICK! undertakes to apply particular care when selecting the means of fulfillment.

All information from and about the advertisers are used and kept secret by sensationCLICK! only for the purposes of the advertising contract. Unless there is something different for the purpose of the advertising contract. Furthermore, this provision does not apply to information which has already been publicly known or which is subject to publication under other legal directives.

## 4. Obligations of advertisers

### 4.1

The advertising customer undertakes to provide the necessary data and information (see point 2) for the circulation of the advertising/listing material in time and in the agreed data format.

In the case of an ad space and listing, five working days and a social media push at least 24 hours (on workdays) before the scheduled play-off are considered.

### 4.2

The advertiser is responsible for ensuring the technical availability of the target page or social media channel specified by him during the booking process.

### 4.3

A delay in the provision of the advertising material as defined in clause 4.1 will begin the obligation of the sensationCLICK! according to point 3.1 after a further period of five days with AdSpace and 24 hours (on workdays) with a social media push off to the provision of the advertising medium.

A fault according to section 4.2 is the responsibility of the advertising customer and does not generally result in a deferral of the circuit. However, the sensationCLICK! will endeavor to recognize a fault according to section 4.2 and to react appropriately in consultation with the advertising customer.

If sensationCLICK! is informed about the blocking of the social media account of the advertiser referred to in the advertisement, the sensationCLICK! reserves the right to remove the advertising medium from its social media channels as well.

### 4.4

After placement of the advertisement / listing, the advertising client undertakes to examine it for any errors.

If an error is detected, the advertiser has to notify sensationCLICK! without delay, but at the latest within 2 days after the circuit.

If notification is not made on time, the service is deemed contractually accepted.

### 4.5

The Advertiser indemnifies sensationCLICK! comprehensively against the claims of third parties as well as the associated reasonable costs of legal defense (for example, court and legal costs) resulting from the breach of clause 2.2, 2.3 or 4.1, 4.2 due to the advertiser or its vicarious agents or vicarious agents.

## 5. Calculation of compensation

### 5.1

The remuneration is based on the agreements made in the order process.

## 6. Terms of payment

### 6.1

The payment conditions agreed upon at the time of the order placement/booking by the advertisers apply.

If nothing has been agreed separately, the AdSpace and the Listing will be charged with the invoice after the booking.

For the social media push, invoicing is also performed after booking.

All prices given by sensationCLICK! are subject to statutory value-added tax.

### 6.2

Unless otherwise agreed, invoices are payable immediately and without deduction.

Payments for the AdSpace / Listing service can be made by bank transfer (Euro, US Dollar, GBP, AUD). For payments from abroad, the advertising client shall bear any bank charges associated with payments (esp. Transfer and conversion fees) related.

For payments, via third-party providers (like PayPal) a service charge of 3,5% of the invoice amount can be charged.

If the advertising customer is in default of payment, sensationCLICK! is entitled to demand interest on arrears at the rate of 5% above the respective base rate according to § 247 BGB.

### 6.3

Objections and pleas to be raised in writing within one month of receipt of the invoice, late objection and pleas are excluded.

## 7. Rights to the advertising material

### 7.1

The advertising customer assures the sensationCLICK! that he has all the necessary rights to advertise the advertising material. For the culpable infringement of the third party's protective rights, section 4.5 applies accordingly.

### 7.2

The advertising customer is granted the sensationCLICK! in accordance with section 3.1, the rights necessary for the order processing, for example, Database right, the processing right as well as the right to duplication and dissemination.

## 8. Liability of sensationCLICK!

### 8.1

According to the law, the sensation click! is liable for damages caused by intent, gross negligence or by serious organizational fault. This also applies to personal injury as well as damage according to the Product Liability Act, as long as a guarantee assumed by sensationCLICK! exists.

### 8.2

For other damages not covered by section 8.1, the liability of sensationCLICK! shall only apply in the case of damage caused by a culpable breach of a material contractual obligation and in a manner which jeopardizes the achievement of the contractual purpose.

### 8.3

Liability beyond the provisions of clauses 8.1 and 8.2 for damage incurred by the advertiser or third parties, including lost profits, is excluded.

### 8.4

The exclusion or the limitations of the liability of the sensationCLICK! also apply to the personal liability of the employees, representatives and fulfillment assistants of the sensationCLICK!

## 9. Term and Termination

### 9.1

The duration of the advertising contract between sensationCLICK! and the advertising partner is determined by the order placed by the advertising partner and accepted by sensationCLICK!.

Contracts that are concluded for an indefinite period are **automatically extended** by the respective billing time. With annual payment for another year. For contracts with a monthly payment of one month each. To **terminate** these contracts, the notification by email must be sent at latest on the **last day of the current term 18 clock CEST**.

Ordinary termination of the contract is only possible up to one business day prior to the delivery.

### 9.2

The right to extraordinary termination for good cause remains unaffected.

### 9.3

Prior to the expiry of the applicable advertising contract, the sensationCLICK! shall remove the advertising medium within 24

hours from the websites and/or social media channels agreed upon in the advertising contract at the explicit, written request of the advertiser.

In such a case, the sensationCLICK! reserves the right to refuse any possible claims of the advertiser. This is especially true in the case of not culpability of sensationCLICK! in this situation.

## 10. Final provisions

### 10.1

Place of performance and place of performance in the legal sense is Cologne.

Any other place where the advertising material is available, will not be considered for contractual, liability and statutory rights to the place of performance.

### 10.2

The advertising contract is governed by the laws of the Federal Republic of Germany, excluding the right of the collision.

### 10.3

Exclusive court of jurisdiction for all disputes arising from and in connection with the advertising contract is Cologne, to the extent permitted by law.

SensationCLICK! is entitled, at its discretion, to sue the advertisers at its registered office.

### 10.4

Should one or more provisions of this Agreement be or become invalid or void, the validity of the remaining provisions shall remain unaffected.

The invalid or void provisions shall be replaced by those which the Contracting Parties had agreed upon at the time of the conclusion of the contract if the defect was known to achieve the same economic success.

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