

General Terms and Conditions for Online Advertising

Effective 29 January 2024

1. Scope

- 1.1 The general terms and conditions contained herein together with the advertising rates and/or any other fees, tariffs or discounts effective on the date and time of this contract agreement between Finews AG and Finews Asia Pte. Ltd (the "Publisher"), including any media/mediums managed or marketed by the Publisher (finews.ch, finews.com, finewsticino.ch, finews.art and finews.asia) and encompassing all advertising agreements with clients and/or agencies ("clients"/"advertising contracts") pertaining to the publishing of ads, advertisements, commercials and other advertising materials ("advertisements") in, on or directly related to the online news portals and/or newsletters ("media") of Finews AG and Finews.Asia Pte. Ltd.
- 1.2 These general terms and conditions are valid in full unless there is a specific written and signed agreement between the client and the publisher.
- 1.3 Any other general terms and conditions, including those belonging to the client, will not be acknowledged, or accepted should these not be in accordance with the general terms and conditions presented here.

2. Advertising Contracts, Modifications/Revisions, Cancellations, and Claims

- 2.1 Advertising contracts can be submitted by the client or agency in person, in writing (including the use of email for that purpose) and/or by another internet or web-based medium/media or channel. The advertising contract will be confirmed in writing (including the use of email for that purpose). In case of orders transmitted in a different fashion (i.e., the contract is provided verbally by telephone) and/or if the client does not explicitly request a confirmation, this will be provided when the advertisement is published or upon the legal delivery of the advertising media.
- 2.2 The client/agency accepts the general terms and conditions as of the time that the confirmation of the advertising agreement is sent and/or a separate agreement signed.
- 2.3 Changes and/or cancellation of signed advertising contracts from clients are always possible. In such cases, any costs borne by the Publisher and/or losses in revenue that resulted from the aforementioned cancellation will be borne by the client or agency in full.
- 2.4 The Publisher is not responsible or liable for any mistakes in sending, receiving, transmitting, or receiving advertising contracts, and/or related changes, or cancellations.
- 2.5 The publisher will perform the required services within a defined timeframe. If any reserved or fully paid services are not fulfilled by the client/agency, then all agreed services will expire without any cost, refund or any other type or form of claim.

3. Format, Delivery and Advertising Content

- 3.1 Producing and delivering advertisements accurately, without mistakes, in timely fashion and using the appropriate format is the responsibility of the client. The client must adhere to the current technical requirements and deadlines, standards, specifications, and conditions as set out in the advertising rates page/site. The client will bear all responsibility and any consequences due to any late or delayed delivery of advertisements and/or mistakes or other faults contained therein. The client also must ensure that the advertisements do not contain or hold any type of computer, internet, or other type of virus, malware, Trojan virus and/or anything similar. The client will be fully liable for any damages resulting from any advertisement transmitted with a computer/Internet virus, Malware, Trojan virus, and/or anything similar.
- 3.2 The client will bear all costs to prepare and finish any digital advertisement if so agreed with the Publisher. These costs include any changes to the original agreement or advertisement and any related or required materials or information (text, pictures, videos and similar), and which should be provided punctually in advance to the Publisher. Within the scope of possible technological capabilities, the Publisher can set conditions, stipulations or requirements related to the design and/or format of the advertisement.
- 3.3 The client is responsible for submitting a complete, technically flawless advertisement in an appropriate format (banner, target-URL, tag) according to specifications accessible at www.finews.ch und finews.asia. This/these should be delivered at least three working days by 2 P.M. (1400) before the agreed first online publishing deadline by email to the agreed contact person at the Publisher. Special forms of advertising such as advertorials have a deadline at 10:00 AM (1000) five days in advance of being published and should be sent by email to the agreed contact person at the Publisher. The Publisher will demand substitutes or replacements for any advertising materials that do not correspond to the specifications set. The Publisher will not guarantee the agreed publishing services or indemnify any other services if provided with an incompatible advertisement or an advertisement that is sent after the deadline, including any changes or exchanges of advertising materials after the agreed deadline,

If the client wants to change or exchange an advertisement or modify the intended publishing date, the Publisher will then evaluate whether such changes can be made within the frame of the original agreement. Should this not be the case, the original agreement remains valid.

- 3.4 The client is solely responsible for the content of the published advertisement, any changes and/or updates.
- 3.5 The client must ensure that any links contained within the advertisement remain functional, live, and updated during the entire duration of the online advertisement.
- 3.6 The logo and the name of the publisher (i.e., the media) can only be used with the express agreement of the Publisher (also email).

4. Political Advertisements

- 4.1 Advertising materials that can influence, sway, or change opinions ahead of any political elections or votes, must be published in advance and the details of the advertiser provided ahead of any referendum or vote so that the opposing side also has an opportunity to place an advertisement. In addition, the other advertising guidelines are valid.
- 4.2 Advertisements must be recognized as such by readers and users and be clearly differentiated in form and font from the editorial pages. The Publisher has the right to add additional labels such as "Advertisement", "Ad", "Commercial", "Advertorial" or "Publireportage".

5. Publishing and Placing

- 5.1 Publishing and Placing requirements by the client will be received but are not binding. For technical reasons, the Publisher has the right to delay any advertisements without consulting the client in advance and the client will not bear any related costs as a result.
- 5.2 Any placing requirements that have not been set in the tariff conditions will result in additional charges. The client will be informed in advance if any confirmed placement cannot be kept, or adhered to, for technical reasons.
- 5.3 The client cannot request damages if the advertisement does not appear as agreed, or it appears in a different position or place or in another edition of a newsletter, and/or is delayed because of a technical problem. If the advertisement is not published, the client can request that it be republished or published at later date in agreement with the Publisher.
- 5.4 The client has no exclusive rights related to competitor advertisements.

6. Publishing/delivery of Advertisements

- 6.1 The Publisher has the right to request changes to advertisements at any time, refuse and/or remove any advertisements at any time without providing a reason. This is particularly valid for content that infringes any laws or regulation, branch/industry rules, or are indicated as breaches by the Swiss Commission for Integrity following a complaint. The Publisher also has the right to assess the reject advertisements where it deems the content, design, and layout inappropriate, technically incompatible, or unusable.
- 6.2 The client acknowledges that the advertising materials released online by the Publisher are not freely available to third parties. The client will fully and completely refrain from assuming advertising materials from third parties without the express permission of the Publisher and delegates the responsibility to the Publisher to forbid and void any type of reproduction, editing, changing or the advertisement through normal channels.

7. Warranties, Defects and Publisher Liability

- 7.1 The Publisher will ensure, on a best effort basis, that the advertisement is rendered as fully and completely as possible based on common/normal technical standards while also being responsible for the execution of advertising contracts.
- 7.2 The client acknowledges that it is not always possible to always ensure system availability, and flawless reproduction of advertisements for technical reasons. The Publisher does not ensure full and complete availability of the service and or any technical mistake, erroneous reproductions, or technically corrupt breakdowns. The Publisher also does not provide any warranty against events that are out of the Publisher's control, including events related to a Force Majeure, actions by a third party or other service delivery failures (for example, a widespread failure in communication networks, transmission, server, and/or electricity failures).
- 7.3 Any defects or complaints should be sent by the client to the Publisher in writing (also email) that are immediately recognized after the advertisement is published after they have been discovered. Any hidden, undiscovered defects should be communicated to the Publisher by the Client after they have been discovered. The advertisement will be considered to have been fully and successfully executed if the client does not make a complaint in writing at the appropriate time.
- 7.4 The client has the right to request a subsequent discount or a subsequent publishing of the advertisement without any visible flaws should the Publisher make a mistake in publishing an advertisement and a complaint is raised by

the client promptly. This will only be valid if the message and impact of the advertisement is significantly downgraded or obscured. The client does not have a right for discounts in cases where fonts are not reproduced accurately online and/or because of missing/erroneous QR bar codes or similar. Any subsequent publishing of the advertisement will also not be undertaken if this prompts unreasonable costs for the Publisher.

- 7.5 The client can ask for damages or request an advertisement be republished if there is a breakdown in the delivery of digital advertising materials that are caused by any functional breakdown or disturbance of the AdServer that last more than 10% of the time reserved for the advertisement. The client can also request that the duration of the advertisement be extended for the time that the breakdown occurred, if and for as much time the breakdown impaired the ad impression during the timeframe originally stipulated. If the renewed delivery of the advertisement also fails, then the client is not liable for payment resulting from the Publisher's failure to deliver the required service.
- 7.6 The warranties provided in clause 7.4 to 7.5 are understood as final. Any claims by the client due to fault or errors by the Publisher expire one year after the advertisement is published.
- 7.7 The Publisher is only liable for intent and gross negligence. In any and/or all cases, the Publisher is not responsible for any damages resulting or revenue and profit losses. This is also valid for the Publisher's employees, internal structures/teams and other individuals assisting the Publisher.
- 7.8 The client has no right to any damages if it does not adhere to the content, technical and timeframe requirements by the Publisher.

8. Rights and Liabilities of the Client for Advertising Content

- 8.1 The client gives the Publisher the world-wide right for non-exclusive execution of the advertising contract according to its General Terms and Conditions, particularly related to any company names, brands, logos, pictures, and texts and similar provided to it, including the right to reproduce and duplicate the advertisement and publish, transmit, send, and save and access the advertisement from databases and make them publicly available, and/or to modify and change them as required.
- 8.2 The client is responsible for the content and legality of the advertisement. The Publisher is not required to evaluate whether an advertisement infringes any laws or violates any rights of third parties. The client must ensure that all usage rights have the required copyright or credits (particularly related to company names, brands, logos, pictures, and texts) and will not make the Publisher liable for any violation of copyright, personal slander, or other laws, and/or include the reasonable costs for any legal defense.

9. Right of Reply

- 9.1 The Publisher will discuss any related right of reply to advertisements in agreement with the client.
- 9.2 The client is required to appear in place of the Publisher in a legal trial or as part of a legal proceeding. The client is in all cases required to assume all the costs that result from any legal proceeding or trial, including the costs and tariffs of the media, should the Publisher be required to provide another advertisement because of a legal proceeding or trial.

10. Management, Changes and Media Development

- 10.1 The Publisher always has the right to use third parties to fulfill or complete contractual obligations.
- 10.2 The Publisher alone can make changes or further develop media channels. The Publisher has the right to change the appearance of published media at any time, as published in the advertising rates page/site.
- 10.3 The Publisher can withdraw from the advertising agreement should a media channel be deleted, stopped, or cease functioning during the duration of an advertisement. The withdrawal does not release the client from payment for the advertisement up to the time that the media channel stops or ceases functioning.
- 10.4 The client has the right to a refund voucher for any changes in the offer on advertising materials/media that may significantly impair the advertisement's message. If this is not set out in writing, then this voucher would be valid for a similar media/medium/channel.

11. Rates and Payments

- 11.1 Prices, surcharges and other conditions are valid at the time that the advertisement is published in the corresponding media.
- 11.2 Any media delivered digitally that use AdImpressions, Klicks or are counted in another fashion are exclusively calculated by the Publisher.
- 11.3 The Publisher may provide discounts from the prices provided in the advertising rates page/site. The client acknowledges that that the Publisher may provide commissions when negotiating advertising contracts through an agency or another third party and that this will be shown in the bill provided to the client.

- 11.4 Bill payments are due 30 days from the billing date and without any discount unless specifically agreed between the Publisher and the Client.
- 11.5 A surcharge of CHF 10.00 and 5% delayed interest will be levied on any delayed payment. No discounts or third-party commissions will be paid in the case of bankruptcy, and/or official debt collection processes. The Publisher can request a refund for any commissions that have already been paid out. The Publisher can also request an additional 5% of the bill for any additional, subsequent efforts made to recover the delayed or missing payment, from a minimum of CHF 50.00 to a maximum of CHF 300.00.

12. Copyright

- 12.1 All copyright, brand and digital media know-how that are provided to the client are exclusively owned by the Publisher and its licensees. The client enjoys the right to use the same digital media for the duration of the advertisement.
- 12.2 All analysis and measurement undertaken by the Publisher of the advertisement, including statistical data and information, are the property of the Publisher and can be used at the Publisher's discretion. The Publisher will ensure that the information will be handled confidentially and only made public in anonymised form.

13. Data Protection

- 13.1 The advertiser acknowledges that any personal data provided to the Publisher as part of the advertising contract and resulting work will be saved and processed, and accessible by external companies. The Publisher will keep to the current valid regulations related to data protection but cannot ensure the authenticity, accuracy, or confidentiality for any digitally delivered client data. The client acknowledges that personal data can be accessed in countries that do not have the same information protection laws as Switzerland.
- 13.2 Data provided to the Publisher, besides general, anonymous statistical data, related to the publishing of advertisements and media usage that are collected and processed, can be used for marketing purposes, including market research, unless expressly forbidden by the client. This encompasses the personal data of the client provided to the Publisher in fulfilling the advertising contract and which can be used to improve and develop the media and products of the Publisher and related companies. The publisher and related companies can work with other companies or people using the data and provide access to this data, provided it is necessary for them to use it to fulfill the tasks required.
- 13.3 The client always has the right to stop the use of any personal data provided to the Publisher that are/were not immediately required in the fulfillment of the advertising contract by sending a message in writing (also email) to the following address:

Finews AG
Basteiplatz 3
8001 Zürich
E-Mail: anzeigen@finews.ch

14. Changes in Terms and Conditions, Rates

- 14.1 These General Terms and Conditions supersede all others. The Publisher has a right to change the terms and conditions, advertising rates, discounts, and other fees at any time.
- 14.2 Any changes to the terms and conditions, rates, discounts, and fees are effective for all clients at the same time and will be used in all prevailing advertising contracts. The client has the right to rescind any contract within two weeks due to any tariff increases. In such cases, the client only has the right to any discount that was reached according to the discount scale at the time the contract was rescinded.

15. Law and Jurisdiction

- 15.1 These terms and conditions are valid under Swiss law.
- 15.2 **The Jurisdiction is the head office of the Publisher.** The Publisher has also the right to take legal steps against the client in the client's jurisdiction.

All prices are subject to the applicable value-added tax.

29 January 2024