



General Terms and Conditions (GTC)

Valid from 1 May 2018

Content

1.	Geltungsbereich.....	3
2.	Angebot.....	3
3.	Leistungen.....	3
4.	Pflichten des Kunden.....	3
5.	Preise.....	4
6.	Vertragsschluss, Laufzeit, Kündigung.....	4
7.	Gewährleistung und Haftung.....	4
8.	Zahlung.....	6
9.	Schutz- und Urheberrechte.....	6
10.	Export.....	7
11.	Erfüllungsort und Gerichtsstand.....	7
12.	Datenschutzbestimmungen.....	7
13.	Schlussbestimmungen.....	7
	Präambel.....	8
1.	Begriffsbestimmungen.....	8
2.	Angabe der zuständigen Datenschutz-Aufsichtsbehörde.....	8
3.	Vertragsgegenstand.....	8
4.	Weisungsrecht.....	9
5.	Art der verarbeiteten Daten, Kreis der Betroffenen.....	9
6.	Schutzmaßnahmen von AdSpirit.....	9
7.	Informationspflichten von AdSpirit.....	10
8.	Kontrollrechte des Kunden.....	10
9.	Einsatz von Subunternehmern.....	11
10.	Anfragen und Rechte Betroffener.....	11
11.	Haftung.....	11

AdSpirit GmbH

Niedstraße 40-41
D- 12159 Berlin

Phone:+49 (0)30 5770442-10

Fax: +49 (0)30 5770442-50

Email: info@adspirit.de

Web: www.adspirit.de

Management

Jan Winkler, Carsten Dietz

Commercial register

District Court
Berlin-Charlottenburg
HRB 142298 B

Bank details

Berliner Sparkasse
Account: 190125110
Sort code: 100 500 00
IBAN: DE64100500000190125110

VAT ID No.

DE283367434

12.	Außerordentliches Kündigungsrecht	11
13.	Beendigung des Hauptvertrags.....	12
14.	Schlussbestimmungen	12

1. Scope of application

1. The offers of AdSpirit GmbH (hereinafter "AdSpirit") Offers, services and deliveries are made exclusively on the basis of these terms and conditions. At the latest with the receipt of the goods or service, these conditions are considered as accepted. Counter-confirmations referring to own terms and conditions are hereby expressly contradicted.
2. Written individual agreements take precedence over these terms and conditions.
3. AdSpirit reserves the right to unilaterally amend its (this) general Terms and Conditions as required by law changes and/or changes in case law. In the case of unilateral changes to the general terms and conditions, AdSpirit will expressly inform the customer about the respective change.

2. Offer

1. AdSpirit's offers are, unless otherwise stated, non-binding. Otherwise, a binding period of a maximum of two months applies.
2. Technical and design deviations from descriptions and information in brochures, catalogues and written documents as well as changes in the course of technical progress remain reserved, without any rights deriving against AdSpirit.

3. Services

1. The services of AdSpirit are provided to the customer to the best of its knowledge and belief. A guarantee of the availability of the offered services can not be provided, unless expressly granted guarantees in individual cases or for certain services. This applies in particular to cases where the technical operation is due to faults or causes that were not caused by AdSpirit and/or are not affected by them. In such cases, AdSpirit endeavours to restore the technically smooth process within the range of the possibilities.
2. AdSpirit reserves the right to change or extend its service to the extent necessary for improvement and/or when the technical advancement allows and/or requires it.
3. If AdSpirit provides free services, these can be discontinued at any time without giving reasons.
4. AdSpirit is entitled to render the services incumbent on it by qualified third parties. These do not become contract partners of the customers.

4. Obligations of the customer

1. The customer undertakes to actively participate in the success of the project, to support AdSpirit's activities and to take, free of charge, all the necessary measures at its own site in order to ensure all conditions of operation which are necessary for the proper execution of the order. The key tasks are to make precise specifications, quick decisions, to accept the equipment and software, and to settle the services in accordance with the payment arrangements.
2. The customer will provide from his side a project manager as the responsible contact person. The project manager will provide the necessary conditions: Appointment of a competent contact person in all specialist areas and participation in project planning and project management (project briefing).

3. The customer has the obligation to report errors and possible problems immediately, so that they can be corrected. Furthermore, the customer has a duty to check the condition of his campaigns, websites, etc. regularly (at the latest weekly) in order to discover possible misadjustments and problems. Likewise, the customer has the duty in cooperation with his own partners (advertiser, publisher, etc.) to make a regular (at the latest weekly) comparison between the numbers of the AdServer of the customer and the numbers of the AdServer of the partner to also promptly discover wrong deliveries and problems. Furthermore, particularly error-prone settings (such as backfill, retargeting, real-time bidding, etc.) after the campaign start are to be controlled constantly (at the latest 3 days after the campaign starts and then weekly).
4. The customer has the duty to place the advertising only on websites that comply with German law, that are not classified as illegal and do not violate the rights of third parties. Furthermore, when passing on his advertising code to third parties, he has to check that advertising is not placed on such websites.
5. Furthermore, the customer has the obligation to check the advertising and advertising material published by him and to deliver only such advertising media via the systems of AdSpirit that are not classified as illegal according to the German law and do not infringe the rights of third parties. This also applies to advertising media which the customer uses on behalf of third parties.

5. Prices

1. All prices are quoted from Berlin. Conflicting agreements must be confirmed in writing.
2. In cases of doubt, price information which is recognisably directed towards commercial customers includes the statutory value added tax.

6. Conclusion of contract, term, termination

1. The contract between AdSpirit and the customer is only valid when one of the following events occurs: (1) the binding electronic ordering of a product and/or service on any of AdSpirit's domains on the internet, provided that these are offered there at fixed prices; or (2) a written order confirmation from the customer for a binding and written offer from AdSpirit; or (3) the acceptance by AdSpirit of a written or electronic client application.
2. AdSpirit has the right to reject customer requests without justification.
3. The term of the contracts depends on the specified time range. Fixed term contracts are – unless otherwise agreed – tacitly renewed for the chosen term, unless one of the parties properly terminates the contract, subject to the following time limits:
Duration 1 month: Receipt of the written notice of termination by AdSpirit 1 week before the end of the term;
Duration 3 months: Receipt of the written notice of termination by AdSpirit 2 weeks before the end of the term;
Duration 6 months: Receipt of the written notice of termination by AdSpirit 1 month before the end of the term;
Duration 12 months: Receipt of the written notice of termination by AdSpirit 3 months before the end of the term;
Duration 24 months: Receipt of the written notice of termination by AdSpirit 3 months before the end of the term.
4. The right to extraordinary termination without notice for good cause remains unaffected for both parties. An important reason for a termination by AdSpirit is in particular, if the customer has been in default with payments for more than two weeks or the customer continues other contract violations despite a warning by AdSpirit.

7. Warranty and Liability

1. If operating instructions are not followed or changes are made to the products, any warranty is void.
2. The customer must notify AdSpirit of any defects in writing without delay, but at the latest within one week after delivery. Defects that can not be detected even during careful examination within this period must be reported in writing immediately after their discovery.
3. In principle, the customer can initially only demand repair. Only if 2 repairs have failed, further warranty rights can be asserted.
4. Claims for damages of any kind, for whatever legal reason, including damages resulting from the use of software on data, software or hardware of the user are excluded, unless the damage is caused intentionally or through gross negligence. This does not apply if the damage was caused by the violation of a cardinal obligation by AdSpirit.
5. AdSpirit is only obliged to repair or replace goods if the customer has completely fulfilled his contractual obligations.
6. All claims against AdSpirit are not assignable without written consent and can only be asserted by the customer.
7. AdSpirit is not liable for cases in which damage is caused due to incorrect or incorrect settings of the AdServer by the customer or third parties commissioned by him/her. Also, AdSpirit is liable only in the context that is covered by §4: Should the customer fail to comply with his obligations (constantly), AdSpirit shall in general only be liable for a maximum of the time span up to which the customer should have carried out a control (see 4.3).
8. AdSpirit is liable for damages resulting from errors in the programming, software, hardware or other components of the AdServer up to a maximum sum of 3 monthly bills of the customer. The calculation is based on the average invoices of AdSpirit to the customer for the last 12 months.
9. In the case of possible defectiveness of services of AdSpirit or components whose causes lie beyond the sphere of influence of AdSpirit (such as disturbed connection or power supply of the data centres, disturbed connection of the servers, DNS, DDos attacks, hardware errors, etc.), AdSpirit will choose either to assert its (warranty) claims against its suppliers and/or service providers (e.g. data centre operators) for the account of the customer or assign these to the customer. (Warranty) claims against AdSpirit exist in this case only, while taking into account the other requirements and in accordance with these General Terms and Conditions, if the judicial enforcement of the above-mentioned (warranty) claims against the supplier or service provider was unsuccessful or is hopeless, for example, due to bankruptcy of the supplier or service provider. During the duration of the legal dispute, the statute of limitations of the customer's (warranty) claims against AdSpirit is suspended.
10. Any liability of AdSpirit towards the customer for damages resulting from a breach by the customer and/or his vicarious agents of the obligations under para. 4.4. or 4.5. of these terms and conditions.
11. In addition, the customer releases AdSpirit comprehensively from third-party claims asserted against AdSpirit as a result of a breach by the customer and/or his vicarious agents of the obligations under para. 4.4. or 4.5. of these terms and conditions.

In particular, the customer indemnifies AdSpirit against all necessary costs incurred in connection with the prosecution by the third party, insofar as he/she is at fault for the infringement within the meaning of clause 1 or if he is to be held responsible for the persons named in clause 1.

In the event of a claim by AdSpirit in accordance with clause 1, the customer shall promptly and truthfully transmit to AdSpirit all information required to examine the asserted claims and possible defense.

12. Objections and pleas to the exemption claim according to para. 8.12. of these terms and conditions are excluded.

13. In addition, AdSpirit reserves the right to assert claims against the customer that go beyond that.

8. Payment

1. Unless otherwise agreed, invoices from AdSpirit are payable immediately without deduction.
2. AdSpirit is entitled, in spite of different provisions of the customer, to initially offset payments against his older debt. If costs and interest have already arisen, the payments are to be credited against the costs, then against the interest and finally against the principal claim.
3. If the customer is in default, AdSpirit shall be entitled to charge interest at the customary bank rate, but at least 5% above the relevant discount rate of the Deutsche Bundesbank.
4. If the customer fails to meet his payment obligations in accordance with the contract or stops his payments, or if AdSpirit becomes aware of other circumstances that call the creditworthiness of the customer into question, AdSpirit is entitled to call in the entire remaining debt, to demand advance payments or security deposits.
5. The customer is only entitled to offsetting, retention or reduction, even if complaints or counterclaims are asserted, if AdSpirit expressly agrees or if counterclaims are legally established.
6. AdSpirit is entitled to discontinue its services in the event of late payment by the customer until he has met his payment debt.

9. Intellectual property rights

1. The ownership and copyright of the software supplied by AdSpirit, the printed material and all copies of the software are the responsibility of the software manufacturer. The software is protected by copyright and international treaty provisions. The client shall therefore treat the software as any other copyrighted material, except that he/she either (a) makes a single copy of the software solely for backup or archival purposes, or (b) may install the software on a single computer, provided that the original is kept for backup and archival purposes only. He is only entitled to copy any printed material enclosed with the software upon written permission of the software manufacturer.
2. The customer is obliged to inform AdSpirit immediately and in writing if he is informed of the infringement of industrial property rights and copyrights by a product supplied by AdSpirit. AdSpirit is solely entitled and obliged to defend the customer against claims of the holder of such rights and to regulate these claims at its own expense, insofar as this is due to the direct infringement caused by a product supplied by AdSpirit. In general, AdSpirit endeavours to give the customer the right to use the product. If this is not possible on economically reasonable terms, AdSpirit will, at his discretion, modify the product so that the property right will not be violated, or take back the product and refund the purchase price minus a compensation for the usage.
3. If the customer has changed or integrated the delivered product into a system, or if AdSpirit has designed the product based on instructions of the customer resulting in an infringement of property rights, the customer is obliged to defend or indemnify AdSpirit against claims of the owner of the injured right.
4. The customer may not reverse engineer, decompile, or disassemble software.
5. He is also not entitled to rent or lease the software.
6. The customer is entitled to permanently transfer all rights under this Licence Agreement, provided that he does not retain any copies and transfers the complete software (including all components, the media, the printed material and the Licence Agreement). If the software is an update, each transfer must include all previous versions of the software.

10. Export

1. The export of AdSpirit's software to non-EU countries requires the written consent of AdSpirit, regardless of the fact that the customer himself is obliged to observe the legal import and export regulations.

11. Place of fulfilment and jurisdiction

1. Place of fulfilment is Berlin, Germany.
2. Berlin is agreed as the place of jurisdiction for the business with customers in the sense of § 24 AGBG, as far as §§ 38, 40 ZPO do not oppose it.
3. It is only the law of the Federal Republic of Germany. The application of the UN Sales Convention is expressly excluded.

12. Data protection regulations

1. The customer hereby expressly agrees that AdSpirit will retain the data received from customer in relation to AdSpirit's data processing systems even after termination of the business relationship, and in compliance with the existing data protection regulations.
2. The customer hereby expressly agrees that AdSpirit may designate the customers in AdSpirit's advertising or to third parties as a reference.
3. In addition to these General Terms and Conditions, the data processing contract contained in Annex 1 also applies.

13. Final provisions

1. If individual provisions are or become invalid, ineffective or contestable, they shall be interpreted or supplemented in such a way that the intended economic purpose is achieved as precisely as possible in a legally permissible manner; the remaining provisions remain unaffected. This also applies to gaps that need to be supplemented.

Annex 1: Data processing contract

between AdSpirit GmbH as processor (hereinafter referred to as "AdSpirit") and the customer as responsible.

Preamble

The customer would like to commission AdSpirit with the services specified in § 3. Part of the contract execution is the processing of personal data. In particular, Art. 28 DS-BER places certain demands on such an order processing. In order to comply with these requirements, the parties conclude the following agreement, the fulfilment of which is not separately remunerated, unless expressly agreed.

1. Definitions

1. In accordance with Art. 4 (7) DS-BER, the person responsible is the one who, alone or together with other responsible persons, decides on the purposes and means of processing personal data.
2. According to Art. 4 (8) DS-BER, the processor is a natural or legal person, public authority, institution or other body that processes personal data on behalf of the person responsible.
3. According to Art. 4 para. 1 DS-BER, personal data are all information that relate to an identified or identifiable natural person (hereinafter referred to as "data subject"); a natural person is considered to be identifiable when he/she can be identified, directly or indirectly, and in particular by means of an identifier such as a name, an identification number, location data, an online identifier or one or more specific features, that express the physical, physiological, genetic, mental, economic, cultural or social identity of this natural person.
4. Particularly vulnerable personal data are personal data in accordance with Art. 9 DS-BER, which show the racial and ethnic origin, political opinions, religious or ideological convictions or trade union affiliation of data subjects, personal data pursuant to Art. 10 DS-BER on criminal convictions and criminal offences or related safeguards as well as genetic data according to Art. 4 para. 13 DS-BER, biometric data according to Art. 4 para. 14 DS-BER, health data according to Art. 4 para. 15 DS-BER as well as data on the sex life or the sexual orientation of a natural person.
5. Processing is, in accordance with Art. 4 (2) of the GDPR, any process or series of operations performed with or without the aid of automated procedures in relation to personal data such as the elicitation, collection, organisation, order, storage, adaptation or modification, reading out, querying, using, disclosing through transmission, dissemination or any other form of provision, reconciliation or association, restriction, deletion or obliteration.
6. According to Art. 4 (21) DS-BER, the supervisory authority is an independent state agency established by a Member State pursuant to Art. 51 DS-BER.

2. Specification of the competent data protection supervisory authority

1. The responsible supervisory authority for the customer is the country representative for data protection or a similar body at the customer's headquarters.
2. Responsible supervisory authority for AdSpirit is the State Commissioner for Data Protection Berlin.
3. The customer and AdSpirit and, if necessary, their representatives work, on request, together with the supervisory authority to fulfill their duties.

3. Contract Object

1. AdSpirit will provide AdServing services to the customer on the basis of the contract between the parties and the applicable General Terms and Conditions ("Main Contract"). In doing so, AdSpirit gains access to personal data and processes it exclusively on behalf of and according to the instructions of the customer. The scope and purpose of the data processing by AdSpirit re-

sult from the Main Contract (and the associated service description). The customer is responsible for the assessment of the admissibility of the data processing.

2. The parties conclude this agreement to clarify the mutual rights and obligations under data protection law. In case of doubt, the provisions of this agreement are in line with the provisions of the Main Contract.
3. The terms of this Agreement shall apply to all activities related to the Main Contract in which AdSpirit and its employees, or AdSpirit agents, that come into contact with personal data originating from or collected for the customer.
4. The term of this contract is based on the duration of the Main Contract, provided that the following provisions do not result in obligations or termination rights beyond it.

4. Right of instruction

1. AdSpirit may only collect, process or use data within the scope of the Main Contract and in accordance with the instructions of the customer; This applies in particular to the transfer of personal data to a third country or to an international organisation. If AdSpirit is obliged to further processing by the law of the European Union, or of the Member States to which it is subject, he shall inform the customer of these legal requirements prior to processing.
2. The instructions of the customer are initially determined by this contract and can then be changed, supplemented or replaced by the customer in written form or in text form by individual instructions (individual instruction). The customer is entitled to issue corresponding instructions at any time. This includes instructions regarding the rectification, deletion and blocking of data. The authorised persons are listed in Annex 1.4. In the case of a change or a longer-term prevention of named persons, the contracting party must be notified immediately in text form of the successor or representative.
3. All instructions given must be documented by both the customer and AdSpirit. Instructions that go beyond the performance agreed in the Main Contract are treated as an application for a change in performance.
4. If AdSpirit believes that a customer's instruction violates data protection regulations, AdSpirit must inform the customer immediately. AdSpirit is entitled to suspend the execution of the relevant instruction until it has been confirmed or changed by the customer. AdSpirit may refuse to carry out an evidently illegal instruction.

5. Type of processed data, data subjects concerned

1. As part of the execution of the Main Contract, AdSpirit will have access to the personal information specified in Annex 1.1. These data include the specific categories of personal data listed in Appendix 1.1 and identified as such.
2. The group of data processors is given in Appendix 1.2.

6. Protective measures by AdSpirit

1. AdSpirit is obliged to comply with the statutory provisions on data protection and not to pass on the information obtained from the area of the customer to third parties or to expose them to their access. Documents and data are to be secured against the knowledge of unauthorised persons by taking into account the generally acknowledged state of the art.
2. In his area of responsibility, AdSpirit will design the in-house organisation in such a way that it meets the special requirements of data protection. It shall take all necessary technical and organisational measures to adequately protect the customer's data in accordance with Art. 32 DS-BER, in particular at least the measures of access control listed in Appendix 1.3. AdSpirit reserves the right to change the security measures taken, with AdSpirit ensuring that the contractually agreed level of protection is not lowered.
3. At AdSpirit the company data protection officer / contact person for data protection is: Melanie Trusgnich (datenschutz@adspirit.de. AdSpirit publishes the data protection officer's contact details on its website and informs the supervisory authority. AdSpirit will provide publication and notification as required by the customer.

4. The persons employed in the data processing by AdSpirit are prohibited from collecting, processing or using personal data without authorisation. AdSpirit will oblige all persons entrusted by AdSpirit with the processing and fulfilment of this contract (hereinafter referred to as employees) (obligation of confidentiality, Art. 28 para. 3 lit. b DS-BER) and ensure with due diligence the compliance with this obligation. These obligations must be such that they will persist even after the termination of this contract or the employment relationship between the employee and AdSpirit. The customer shall be required to prove the obligations on request in an appropriate manner.

7. Information requirements of AdSpirit

1. In the event of any disruption, suspicion of breaches of privacy or breaches of contractual obligations by AdSpirit, suspected security incidents or other irregularities in the processing of personal data by AdSpirit, persons employed by it or by third parties, AdSpirit shall promptly notify the customer in writing or in textual form. The same applies to examinations of AdSpirit by the data protection supervisory authority. The personal data breach message contains at least the following information:
 - a) a description of the nature of the breach of the protection of personal data, indicating, where possible, the categories and the number of data subjects, the categories concerned and the number of personal data records involved;
 - b) a description of the remedial action taken or proposed by AdSpirit and, where appropriate, measures to mitigate its potential adverse effects.
2. AdSpirit immediately takes the necessary measures to safeguard the data and to mitigate the potential adverse effects of those affected, informs the customer about this and requests further instructions.
3. In addition, AdSpirit is obliged to provide the customer with information at any time, as far as its data is affected by an infringement according to paragraph 1.
4. If third-party measures are jeopardised, AdSpirit must inform the customer without delay, unless AdSpirit is prohibited by court or an administrative order. In connection with this, AdSpirit will immediately inform all competent authorities that the decision-making authority over the data lies exclusively with the customer as "responsible person" within the meaning of the DS-BER.
5. Pursuant to § 6 (2) AdSpirit must notify the customer immediately of significant changes to the security measures.
6. A change in the person of the company data protection officer / contact person for the data protection has to be disclosed to the customer immediately.
7. AdSpirit and, if applicable, its representative keep a record of all categories of processing activities carried out on behalf of the customer, which contain all the information required by Article 30 (2) DS-BER. On request, the directory must be made available to the customer.
8. AdSpirit must cooperate to a reasonable extent in the preparation of the procedural directory by the customer. It has to provide the customer with the necessary information in a suitable manner.

8. Control rights of the customer

1. The customer convinces himself before starting the data processing and then regularly (annually) from the technical and organisational measures of AdSpirit. For this purpose, he/she may, for example obtain information from AdSpirit, request the presentation of existing certificates from experts, certifications or internal audits, or check the technical and organisational measures of AdSpirit personally or have them checked by a competent third party after timely coordination during normal business hours, or this third party is not in competition with AdSpirit. The customer will only perform controls to the extent necessary and will not disproportionately disrupt the operational activities of AdSpirit.
2. AdSpirit undertakes to provide the customer with all information and evidence necessary to carry out a review of AdSpirit's technical and organisational measures, within a reasonable period of time, at his/her written or verbal request.

3. The customer documents the inspection result and informs AdSpirit about it. In the event of errors or irregularities which the customer determines, in particular when checking the results of an order, he/she must inform AdSpirit immediately. If, during the inspection, circumstances are identified whose future avoidance requires changes to the order of procedure, the customer shall notify AdSpirit of the necessary procedural changes without delay.
4. Upon request, AdSpirit provides the customer with a comprehensive and up-to-date data protection and security concept for order processing and authorised persons.
5. On request, AdSpirit will prove to the customer the obligation of the employees according to § 6 paragraph 4.

9. Use of subcontractors

1. The contractually agreed services or the partial services described below may be carried out by subcontractors. AdSpirit is authorised to create further subcontracting relationships with subcontractors ("subcontractor relationship") as part of its contractual obligations. AdSpirit is required to carefully select subcontractors for their suitability and reliability. AdSpirit has the obligation to engage subcontractors in accordance with the terms of this Agreement, and to ensure that the customer is able to exercise his/her rights under this Agreement (in particular, his/her audit and control rights) directly with subcontractors. If subcontractors from a third country are to be included, AdSpirit must ensure that the respective subcontractor has an adequate level of data protection (e. g. by concluding an agreement based on EU standard data protection clauses). Upon request, AdSpirit will prove to the customer the conclusion of the aforementioned agreements with his subcontractors.
2. A subcontracting relationship within the meaning of these provisions does not exist if AdSpirit entrusts third parties with services that are to be regarded as mere fringe benefits. These include, for example, postal, transport and shipping services, cleaning services, telecommunication services without specific reference to services that AdSpirit provides for the customer and security services. Maintenance and testing services represent subcontractor agreements subject to approval, if these are provided for IT systems that are also used in connection with the provision of services for the customer.

10. Inquiries and rights of those affected

1. AdSpirit supports the customer as far as possible with suitable technical and organisational measures in the fulfilment of its obligations under Art. 12-22 as well as 32 and 36 DS-BER.
2. If an affected person asserts rights, such as information, rectification or deletion of his/her data, directly against AdSpirit, AdSpirit does not react independently, but refers the person concerned without delay to the customer and waits for his instructions.

11. Liability

1. In the internal relationship with AdSpirit, the customer is solely responsible to the person concerned for compensation for damages suffered by a data subject as a result of data processing or use within the scope of order processing that is inadmissible or incorrect pursuant to data protection laws.
2. In each case, the parties release themselves from liability, if a party proves that they are in no way responsible for the circumstances in which the damage occurred to an affected party.

12. Extraordinary right of termination

1. The customer may terminate the Main Contract without notice in whole or in part, if AdSpirit does not fulfil its obligations under this contract, intentionally or grossly negligently violates provisions of the DS-BER or cannot or will not carry out an instruction of the customer. In the case of simple – i.e. neither intentional nor grossly negligent – infringements the customer sets AdSpirit a reasonable period within which AdSpirit can stop the infringement.

13. Termination of the Main Contract

1. AdSpirit will give all documents, data and data carriers, provided to it by the customer, back to the customer after the completion of the Main Contract or at any time at the customer's request or delete them at the customer's request – unless there is an obligation under EU law or the law of the Federal Republic of Germany to store the personal data. This also applies to any backups at AdSpirit. AdSpirit must have the documented proof of the orderly deletion of still existing data. Documents to be disposed of must be destroyed using a document shredder in accordance with DIN 32757-1. Media to be disposed of must be destroyed in accordance with DIN 66399.
2. The customer has the right to control the complete and contractual return or deletion of the data at AdSpirit in an appropriate manner.
3. AdSpirit is required to treat the data disclosed to AdSpirit in connection with the Main Contract as confidential even after the termination of the Main Contract. The present contract will continue to apply beyond the end of the Main Contract as long as AdSpirit has personal information submitted by or collected by AdSpirit.

14. Final provisions

1. The parties agree that the objection of the right of retention by AdSpirit within the meaning of § 273 BGB with regard to the data to be processed and the associated data carriers is excluded.
2. Changes and additions to this agreement must be made in writing. This also applies to the waiver of this form requirement. The priority of individual contract agreements remains unaffected.
3. If individual provisions of this agreement are or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions.
4. This agreement is subject to German law. Exclusive jurisdiction is Berlin.

Appendix 1.1 - Description of data / data categories

First name, surname, e-mail address, postal address, telephone number, fax number, Skype data, bank details, Paypal data, tax number, order data, IP address, time of visit, duration of visit, as well as any other possible data entered into the system by the customer.

Annex 1.2 - Description of the affected / affected groups

Customer, Publisher, Advertiser, Website Visitor, Publisher Website, Website Visitor third party

Appendix 1.3 - Technical and organisational measures of AdSpirit

Among other things, AdSpirit will implement the following technical and organisational measures:

- Access control
- Confidentiality obligation of employees
- Use of password protection
- Use of firewalls to protect the data
- Use of DMZ principles
- Encryption

Appendix 1.4 - Authorised Persons

The authorised persons of the customer are to be named by the customer when the contract is signed. The recipients of the directive at AdSpirit are the managing directors of AdSpirit GmbH and the contact person assigned to the customer.