

General Terms and Conditions of Audienzz AG

19.02.2026 - These General Terms and Conditions (hereinafter referred to as "GTC") apply to all contracts and services provided by Audienzz AG (hereinafter referred to as "Provider") to its customers (hereinafter referred to as "Customer").

A. Contract components and procedural rules

1. These General Terms and Conditions, together with the offer/marketing agreement and the service description (if applicable), form integral parts of the contract concluded between the parties. To the extent that other documents such as pitches, presentations, emails, or similar communications define or describe specific aspects of the services to be provided, these are also considered part of this contract, provided they are expressly designated as such and accepted by both parties.
2. In the event of contradictions or inconsistencies between the documents that constitute the contract, the following order of priority applies for resolving the contradiction: 1. Offer/marketing contract, 2. General terms and conditions, 3. Description of services, 4. other documents.
3. The contract between the provider and the customer is concluded upon the customer's sending of the order confirmation via email or by the provider and customer signing a separate agreement. By sending the order confirmation or signing the separate agreement, the customer accepts the terms and conditions.
4. The customer's terms and conditions do not apply, even if the provider has not expressly objected to their application.

B. Software-as-a-Service

Services provided by the provider

The provider offers the following services.

adconsole

- Regular monitoring of server utilization to detect and resolve capacity bottlenecks early.
- Verification of the correct execution of the 30-day backup of the central server
- Organization and implementation of software updates
- Support during the defined support hours

Yaleo Prebid Adapter

- Testing the integration of pre-bid functionality into the customer's header bidding process.
- Support during the defined support hours

Header tag and ad serving

- Use, maintenance and further development of the audienzz header tag on all of the customer's websites in the area of display and outstream video.
- Control, use and maintenance of all advertising spaces defined in the ad concept for branding, display, video and content formats, including the dynamic placements and ad spaces developed by the provider in the below-the-article feed.
- Configuring responsiveness for campaigns that are marketed directly by the customer.
- Ad serving costs of the various ad tech systems for all campaigns directly marketed by the partner (free volume according to contract).
- Hosting of advertising materials on a CDN for campaigns marketed directly by the customer (free volume according to the contract).
- Use of the lazy loading technology and ad reloading function developed by the provider when delivering campaigns in consultation with the customer.
- Configuration and control of all website departments and advertising placements
- Collection and enrichment of contextual and behavioral data using header tags
- The provider makes its own React Native SDKs for iOS & Android available to the customer for ad delivery.
- The provider offers the customer a newsletter engine called emvoy, which allows for the configuration and delivery of various ad placements in newsletters. This includes customized ad tags for use in Adobe Marketing Cloud or other newsletter tools.
- The provider offers customers native ad placements configured via the Yaleo engine (using placement configuration, HTML and CSS templates) and integration of additional scripts for Google AMP articles. The Yaleo engine allows scripts to be integrated into all common ad servers (click tracking possible / supports friendly iframes) or directly onto the website.

SaaS-Support

Support is available by phone (+41 58 255 26 00) and email (support@adconsole.com). Support hours are Monday to Friday, 8:00 AM to 5:00 PM (except on public holidays in Zurich).

- In case of problems that cannot be resolved at the first support level, the matter will be forwarded to the provider's "2nd Level Support" and, if necessary, "3rd Level Support".
- Support includes corrective services for bug fixes, including patches and workarounds, which are covered by the general license fees. Support is limited to technical issues and does not cover business-related questions.

SaaS operation

The SaaS solution is generally available to the customer 24 hours a day, 365 days a year. The provider strives to minimize downtime. Planned downtime should be avoided whenever possible during support hours. Any unavoidable downtime during service hours must be communicated at least two business days in advance. Unplanned downtime must be avoided by the provider using all available and reasonable means and resolved as quickly as possible if it occurs. A system availability of 99.5% is guaranteed during support hours. This system availability generally applies to the technologies provided by the provider. The provider is not liable for any downtime caused by relevant systems (such as Xandr, AppNexus, or other systems provided by the provider) becoming unavailable or undergoing configuration changes. If a system availability of 99.5% cannot be guaranteed, a joint discussion between the provider and the customer is required.

Specific priorities for technology services (fault reporting and incident management)

In addition to the general support provisions (Section E), the following industry-specific criteria apply to SaaS usage:

- Priority P1: The user interface is unreachable or data feeds are not being processed, resulting in a total operational standstill.
- Priority P2: A key function (e.g., reporting or inventory synchronization) is faulty, but manual workarounds exist.
- Priority P3: Delays in data updates (non-real-time) or errors in the rights management of individual users.

System and data recovery (adconsole)

The provider ensures that the systems and data meet the customer's requirements. In particular, two metrics are used for this purpose:

- Recovery Time Objective (RTO) - maximum downtime of a system or business process
- Recovery Point Objective (RPO) - maximum data loss in case of failure or defect

The following basic values apply to system availability and data loss.

System environment	RTO (Return on Time)	RPO (Data Loss)
Production	Maximum 4 hours during service hours	max. 24 hours
Test	Best Effort	Best Effort

The systems are backed up according to the following table. Furthermore, the backups are mirrored to a second data center.

System environment	Frequency of the backup	Retention period for the backup
Production	A full backup of the database, persistent data storage, and repository daily.	Thirty daily backups are available.
Test	No backups	No backups

The test system is restored from a dump of the production system if necessary.

C. Managed Services

Services

The provider offers the following services.

Operational Campaign Management Digital

- Operational campaign setup in the various ad server, CMS and newsletter tools as well as social media channels
- Individual campaign adjustments in the various ad servers
- Verification of the technical compatibility and feasibility of all booked campaign positions (format / billing method / language / inventory / departments / devices)
- Advertising material management: Advertising materials are requested from the client / Creative is linked to the campaign, checked against the necessary specifications <https://www.audienzz.com/ad-specifications> and activated.
- Delivery deadline for standard advertising materials: Ideally 5 days, but at least 3 working days before the campaign start, to adops@audienzz.ch.
- Delivery deadline for special formats and content integrations: at least 5 working days before campaign launch to adops@audienzz.ch
- Please include the audienzz order number.
- Screenshots: For each format, at least one screenshot is taken on one of the booked websites, stored in the adconsole and sent.
- Campaigns are monitored and optimized based on key performance indicators (KPIs) after launch, during their run, and shortly before completion. These include, in particular: "Delivery Rate", "CTR", and "Viewability".
- Campaign reporting, daily, weekly and/or after the campaign period upon customer request.
- Handling all customer requests regarding booked and ongoing campaigns

Detailed prices and requirements can be found in the offer or the service description.

Ad Creation

The provider creates advertising materials for predefined formats on behalf of the client, for a flat fee defined per format. Detailed pricing and requirements can be found in a separate offer or service description.

Support

For the operational campaign management of digital campaigns, the Ad Management Team can be reached via the adconsole comment function at the campaign level.

Additionally, support is available by phone (+41 58 255 26 00) and email (adops@audienzz.com). Support hours are Monday to Friday, 8:00 AM to 5:00 PM (excluding public holidays in Zurich).

Response time, operational campaign management and tech setup

Creating advertising spaces & configuration	Lead time (in working days)
Managing Publishers: Opening a Website in the adconsole, Providing a document with a header tag for insertion	3 Takes
Configuration: Setting up the ad server, opening all placements, and deploying placeholder banners.	10 Takes
(Optional) Department config: Separate placements for individual areas of a website	depending on the scope
Additional placements: Opening a placement and providing the placeholder banner	3 Takes
Workflow Ad Management - before the campaign launch	
Adserver push: The campaign is pushed to the adserver and thus reserved.	2 days after creation
Advertising material management: Advertising material is requested from the customer.	5 days before the campaign launch
Receive advertising material: Creative is linked to campaign and activated	min. 24 hours before the campaign starts
Workflow Ad Management - during the campaign	
Screenshots: One screenshot per campaign position is created and sent for each format (in-house campaigns are excluded).	no later than 24 hours after the campaign starts
Start check: The campaign is checked for correct delivery and a system message is sent.	Campaign launch day
Delivery rate check: Campaigns with Delivery rates Scores below 100% are listed, measures are taken, and a comment is added.	as soon as the delivery rate is < 100%

Viewability check: Campaigns with viewability below 50% are listed, measures are taken, and a comment is added.	as soon as the viewability is < 50%
Click-through rate check: Campaigns with a poor click rate are listed, measures are taken, and a comment is added.	as soon as the CTR < 0.10 %
Workflow Ad Management - Advertising Materials	
Promotional material creation: If no promotional materials are available yet, they can be created by the provider.	7 days including preview
Social media advertising material creation: If no advertising materials are yet available, simple banners can be created via the provider with a lead time of 2 days.	2 Take
PR advertising material creation: If no advertising materials are yet available, more elaborate special implementations can be created by the provider with a lead time of 5 days.	5 Takes

IMPORTANT INSTRUCTIONS

Products outside the supplier's systems: The coordination and handling of manual processes as well as the responsibility for the ad console-Workflows. The costs lie with the customer if external systems not used by the provider are in use.

Product management: the customer is responsible for creating and configuring new products, prices, placements, and formats within the ad console.

Managing the API configuration: the customer reports newly created products, placements, and formats before use; the provider then stores this information. afterward the necessary configuration to enable ad server push.

Screenshots: One screenshot is generated per position (excluding free space). Multiple screenshots per position are only available upon request.

Underdeliveries: The customer will be notified in the event of an underdelivery.

Specific priorities for campaign management (fault reporting and incident management)

The following industry-specific criteria apply to operational services within the framework of the managed service:

- Priority P1: Massive display errors on the live website due to a campaign ("website torn apart"), delivery of malicious code or total stop of a booked fixed placement.
- Priority P2: Campaigns do not start at the agreed time or have faulty links (click URL) in large campaigns.
- Priority P3: Minor corrections to advertising materials, discrepancies in interim reports, or performance optimizations.

D. Online Advertising

Could

Subject of the contract

The provider delivers the services agreed upon with the customer according to the current prices for online advertising materials published on www.audienzz.com. In the self-booking process via www.adconsole.com, the customer can set their own net price per click (excluding discounts or VMK eligibility) starting from a minimum. The provider is not obligated to deliver the booked service (in full), and therefore, if the cost-per-click is too low, under-delivery may occur. The advertising materials offered by the provider are published on www.audienzz.com under Online/Mobile. The provider reserves the right to change or remove the advertising materials from the offer at any time.

Customer rights, duties and responsibilities

For digital advertising, the client is obligated to deliver complete, flawless, and suitable advertising materials (banners, target URL, tags) according to the specifications (available at www.audienzz.com) to audienzz via email to adops@audienzz.com no later than 2:00 PM one business day before the agreed-upon first placement date. For special advertising formats, a deadline of three business days applies, also by 2:00 PM to the aforementioned email address. audienzz will request replacements for advertising materials that do not meet the specifications. In the event of improper delivery, particularly late delivery, or subsequent replacement of advertising materials, no guarantee is given for the agreed-upon placement of the advertising material. If the client wishes to exchange or modify advertising materials after the aforementioned deadlines have expired, or to deviate from any existing placement schedule, audienzz will review whether these changes can still be made with regard to the originally agreed-upon order. If this is not the case, the original agreement remains in effect. The customer bears sole responsibility for the content they provide to the provider for publication. The customer is obligated to ensure the legality of their content, advertising materials, products, and other information. Advertisements must not contain any immoral or illegal content (such as, in particular, depictions of violence, pornographic content, images with explicit nudity, sexual acts, or depictions of persons in explicit or sexually suggestive poses, racist content, incitement to violence or criminal activity, games and betting that violate lottery laws, unsolicited advertising (spamming), content that infringes the rights of third parties, such as copyright, trademark, design, patent, or personality rights, or content that violates the law against unfair competition or applicable advertising regulations, such as those for tobacco, alcohol, pharmaceuticals, food, etc.).

The provider is also entitled to remove immoral or illegal content from the customer (such as, in particular, depictions of violence, pornographic or racist content, incitement to violence or criminal acts, games and betting that violate lottery laws, unsolicited advertising (spamming), content that infringes the rights of third parties, such as copyrights, trademarks, design rights, patent rights, or personality rights, content that violates the law against unfair competition or applicable advertising regulations, e.g., for tobacco, alcohol, medicinal products, food, etc.) from a website at its own discretion at any time and without consulting the customer. The customer shall have no claims against the provider arising from this. If the provider, an officer, or an employee of the provider is held criminally, civilly, or administratively liable due to content, advertising material, or other conduct of the customer, the customer shall indemnify and hold the

affected party harmless immediately and fully (including court fees and reasonable legal costs). The affected party's right to claim compensation from the customer remains reserved.

Rights and obligations of the provider

The provider reserves the right to change the content and appearance of its websites at any time.

The provider may engage third parties to provide its services.

The provider has the right to refuse advertising bookings from the customer without giving reasons.

The provider assumes no liability for the uninterrupted functioning of its websites and services at all times.

Upon placing an order, the customer grants the provider a non-exclusive, royalty-free, and perpetual right to use the provided and already delivered advertising materials for its own marketing purposes. This includes, among other things, use for company presentations, on our website, or other publications, always in the context of our services. This provision does not affect the rights and obligations regarding data protection and confidentiality.

Remuneration and prohibition of offsetting

The customer shall pay the provider the contractually agreed remuneration plus VAT. The provider's tracking system, which provides information on metrics such as clicks, leads, and revenue (order value), is decisive for invoicing variable costs. A discrepancy of up to 10% between the provider's tracking system and the customer's will be disregarded for invoicing purposes. If the discrepancy exceeds 10%, the provider will attempt to reach an agreement with the customer.

If the provider relies on the customer's invoice due to the agreed-upon compensation model (e.g., revenue sharing), the customer must submit a detailed invoice to the provider by the 20th of the following month. The provider has the right to have the customer's invoice audited by an independent auditor or IT specialist. If the audit reveals a discrepancy of more than 5% to the provider's disadvantage, the customer must pay the full cost of the audit. The provider will then invoice the customer monthly based on the (possibly corrected) invoice.

The customer is not entitled to offset any counterclaims against the provider.

Cancellation policy:

Offered and reserved campaigns: no cancellation fees

Cancellation of a confirmed campaign: 25% of the campaign net.

Cancellation 7 days before campaign start: 50% of the campaign net.

Cancellation of an ongoing campaign: 100% of the campaign net.

Selfbooking

After the self-booking campaign is completed, the provider will invoice the actual amount based on the number of clicks delivered. For credit card payments, the specified credit card will be charged CHF 500 for each transaction. After the campaign ends, the credit card will only be charged the remaining balance. The customer will receive an invoice by email after each charge. By entering their credit card information during the self-booking process, the customer expressly agrees that the provider may automatically charge the specified credit card in accordance with the booking conditions. This includes, in particular, the initial charge at the start of the campaign as well as any subsequent charge of the remaining amount after the campaign has ended.

Liability and Limitation of Liability

The provider is liable only for damages resulting from intentional or grossly negligent breach of duty. No liability is assumed for lost profits, indirect damages, or consequential damages.

Publisher

Subject of the contract

The provider supplies publishers with the infrastructure to place digital advertisements on their online platforms. The service description and terms and conditions are specified in the marketing agreement.

Rights and obligations of the publisher

The publisher agrees to provide the agreed advertising space in accordance with the provider's technical and content specifications and to install the advertising tags accordingly. The publisher is responsible for ensuring that the provided space complies with legal and technical requirements and does not infringe upon the rights of third parties.

Remuneration

The publisher's compensation is made according to the terms stipulated in the marketing agreement. The provider reserves the right to reduce or withhold payments in the event of irregularities or non-compliance with the terms of the agreement.

E. General Provisions

Service Level & Support (General)

Incident Management Process

Malfunctions must be reported to the provider immediately via the defined channels (support portal or email to service@audiennz.com). A malfunction report must include a detailed description of the error as well as information on how it can be reproduced.

Response times and processing

The provider classifies the fault according to the priorities defined in the respective service segments (SaaS / Managed Services). The response time begins upon receipt of the complete fault report within service hours (Mon-Fri, 8:00 AM - 5:00 PM, excluding public holidays at the provider's location).

priority	Definition	reaction time
P1 (critical)	Complete failure of the system or a business-critical main function.	< 2 hours

P2 (High)	Significant impairment; work is only possible with major limitations.	< 4 hours
P3 (Medium)	Minor impairment; core functions are operational, workaround exists.	< 8 hours
P4 (Low)	Cosmetic flaws or general issues without impact on operations.	< 24 hours

Contract duration

Unless otherwise agreed, the contract comes into effect upon acceptance of the offer by the customer and is concluded for an indefinite period. It can be terminated by either party with six months' notice to the end of any month.

The right to extraordinary termination for good cause remains unaffected. Good cause exists in particular if one of the parties fails to fulfill its essential obligations under this contract, making it unreasonable for the other party to continue the contract, or if insolvency proceedings have been initiated against one of the parties.

Costs

The costs for standard and customized services are specified in the offer, which forms part of this contract. These costs are based on the terms and conditions and scope of services in effect at the time the offer was made.

Should additional services become necessary during the course of service provision that are not listed in the original offer or service description, these services will be provided at an hourly rate between CHF 100 and 250 (depending on complexity and the seniority of the specialists involved). Additional services include all activities that go beyond the standard and customer-specific services defined in the offer.

The inclusion of additional services in the service offering is carried out through a formal change request process. In this process, the customer provides an explicit instruction to expand or modify the scope of services, whereupon the provider submits an adjusted cost estimate and agreement. The provision of additional services requires the customer's written consent to these terms and conditions.

The provider undertakes to act proactively in identifying potentially necessary additional services and to promptly inform the customer of the necessity and expected costs of such services in order to enable informed decision-making.

Data protection and handling of data

The provider processes data relating to natural persons (personal data) in connection with the conclusion and execution of the contract and for other purposes. Further information on this processing (including the purposes, recipients of data, storage, and the rights of the data subject) can be found in Audienzz's privacy policy at www.audienzz.com or obtained directly from Audienzz AG, Falkenstrasse 12, 8008 Zurich.

Intellectual property

The customer hereby acknowledges that all rights, title, and interest, including all intellectual property rights, in and to the SaaS software, its associated documentation, all updates, adaptations, modifications, extensions, and all derivative works thereof, belong exclusively to the provider. The customer's use of the SaaS software does not grant the customer any ownership rights or other rights to the provider's intellectual property, other than the usage rights expressly granted herein.

The provider hereby grants the customer a non-exclusive, non-transferable, worldwide right to use the SaaS software solely for its own business purposes, provided that the customer complies with all applicable laws and the terms of this agreement. These usage rights may not be sublicensed, sold, transferred, or otherwise assigned without the provider's prior written consent.

The customer undertakes to take all reasonable measures to protect the provider's intellectual property and to ensure that there is no unauthorized use, disclosure, reproduction or modification of the SaaS software or related materials.

Confidentiality

The parties undertake to maintain confidentiality during the term of this cooperation regarding the content of the agreement as well as regarding any mutual trade secrets that may become known to the parties in connection with the execution of this contract.

Liability

The provider's liability to the customer for all claims arising out of or in connection with the performance or attempted performance of this agreement, whether based on contract, tort (including negligence) or otherwise, is limited to the total amount paid by the customer to the provider under this agreement within the twelve-month period preceding the event giving rise to the claim.

It is further agreed that the provider shall in no event be liable for indirect, incidental, special, exemplary or consequential damages, including but not limited to lost profits or revenue, business interruption, loss of business information or data or other financial losses, arising out of or in connection with the services or products provided under this agreement, or the use or inability to use them, for whatever reason, even if the provider has been advised of the possibility of such damages.

The foregoing limitation of liability does not apply to damages resulting from intent or gross negligence on the part of the provider, nor to any liability that cannot be excluded or limited under mandatory law.

The provider is not liable for the actions, omissions, or errors of auxiliary personnel, including employees, subcontractors, or other third parties involved in the provision of services under this agreement, unless the provider has acted intentionally or with gross negligence. The provider undertakes to exercise due diligence in the selection and instruction of such auxiliary personnel; however, any further liability for the actions or omissions of these persons is hereby expressly excluded.

Force majeure

In the event of force majeure, the provider is released from its contractual obligations for the duration and to the extent of the impact, provided these obligations are directly affected by events beyond its control. Force majeure includes events such as natural disasters, wars,

terrorism, riots, epidemics, pandemics, strikes, government orders, or other unforeseeable, unavoidable, and serious events.

Changes to the Terms and Conditions

The provider reserves the right to amend or supplement these terms and conditions at any time. Amendments may be necessary to reflect changes in legislation, market practice, to improve clarity, or to adapt to new or modified products and services.

The provider will inform the customer of any significant changes to the Terms and Conditions in writing or electronically. Continued use of the services by the customer after this point constitutes acceptance of the amended Terms and Conditions. If the customer does not accept the amended Terms and Conditions, they have the right to terminate the contract.

The customer has the right to object within 14 days of being notified of the changes. In the event of an objection, the customer is entitled to continue the contract in accordance with the original terms and conditions until the end of its term or to terminate the contract with due notice.

Severability clause

Should individual provisions of this contract be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected. The same applies if it should transpire that this contract contains a gap. In place of the invalid or unenforceable provision, or to fill the gap, an appropriate provision shall be substituted which, to the extent legally permissible, most closely approximates what the contracting parties intended or would have intended according to the meaning and purpose of the contract had they considered the matter when concluding the contract.

Jurisdiction and applicable law

This agreement and all claims arising from or in connection with it, including non-contractual claims, are governed exclusively by Swiss law unless otherwise agreed. For all disputes arising from or in connection with this agreement, Zurich is agreed as the exclusive place of jurisdiction unless otherwise agreed.