General Terms and Conditions of Otto GmbH & Co. KGaA for the Provision of Media Services

Status: August 2026

1. Subject Matter and Scope of Application

1.1 The following General Terms and Conditions ("GTC") apply to all business relationships between Otto GmbH & Co. KGaA ("**OTTO**") and advertisers or agencies (hereinafter uniformly referred to as "**Advertisers**") with regard to the placement and execution of Insertion Orders for websites and other online media marketed by OTTO, on social media platforms, in newsletters or on printed matter for the purpose of distribution.

2. Definitions

2.1 **"Ad Impression"** means the calling up of a website or other online medium that contains advertising material covered by the Insertion Order. It is not necessary for an ad impression that the user "clicks" on the advertising material.

2.2 **"CPC"** (Cost-per-Click) is the amount of money agreed under an Insertion Order to be paid by the Advertiser for the "click" of a user on advertising media covered by the Insertion Order. If the advertising material is placed as part of a bidding process, the CPC is subject to fluctuations.

2.3 "**Creative Services**" are services that involve the creation of advertising material. As a rule, Creative Services are provided for sponsored display ads and for digital out-of-home Campaigns and include in particular the creation of advertising material based on the Advertiser's raw material or the optimization and editing of the Advertiser's advertising material for the implementation of such Media Services. Creative Services are listed separately in an Insertion Order for advertising material or commissioned with a separate Insertion Order.

2.4 "**DSP**" (Demand-Side Platform) is a platform used by the Advertiser to purchase media for the automated and centralized display of advertising material.

2.5 "**DSP Agreement**" means an agreement governing the use of the OTTO DSP. The DSP Agreement is entered into separately between OTTO and the Advertiser.

2.6 **"Insertion Order"** means an agreement between the Advertiser and OTTO for the provision of Media Services on certain online media or in print products.

2.7 **"Media Services"** means the services to be provided by OTTO under an Insertion Order, i.e. in particular the delivery of advertising material and/or the implementation of advertising Campaigns ("**Campaign**").

2.8 **"Online Media"** means all websites, platforms (e.g. social media platforms), apps and other digital media (e.g. newsletters) that are made the subject of an Insertion Order in accordance with the agreement concluded between the Parties.

2.9 **"CPM"** (cost per mille) is the amount of money agreed under an Insertion Order to be paid by the Advertiser for a Media Service per 1,000 users per billing mode (e.g. ad impression or number of print media sent).

2.10 **"Advertising Media"** means the advertising media agreed under an Insertion Order, such as banners or package inserts, which are to be delivered by OTTO on the (online) media agreed in the Insertion Order.

3. Conclusion of Insertion Orders

3.1 Media Services shall be performed on the basis of Insertion Orders.

3.2 All offers by OTTO for the conclusion of Insertion Orders are subject to change, unless the respective offer is expressly designated as a binding offer.

3.3 The conclusion of an Insertion Order requires text form. OTTO is not liable for any transmission errors or data loss during transmission. Subject to individual agreements to the contrary, an Insertion Order shall only be bindingly concluded after OTTO has confirmed the order, at least in text form.

3.4 The Media Services to be provided by OTTO and the remuneration to be paid by the Advertiser shall be agreed in the Insertion Order. In addition, these GTC shall apply. These GTC are an integral part of every Insertion Order, even if these GTC are not expressly referred to. Terms and conditions of the Advertiser that deviate from these GTC are only applicable if they are recognized by OTTO in writing. This also applies if the Advertiser's terms and conditions have not been expressly contradicted.

3.5 The Parties to the Insertion Order are OTTO and the Advertiser. If the Advertiser is an agency, the agency acts in its own name and for its own account, i.e. not on behalf of its customers. However, the agency is obligated to disclose the name of the advertising client for whom the agency wishes to procure Media Services from OTTO in advance and to provide corresponding proof of the order immediately upon OTTO's request. During an ongoing Insertion Order, the agency is not entitled to change the advertising client for whom the Campaign was booked or to replace it with advertising for another advertising client who was not named in the Insertion Order. The Parties may agree to deviating terms in an Insertion Order.

3.6 The Advertiser is not entitled to transfer the Insertion Order to third parties and/or to grant third parties rights under the Insertion Order.

4. Execution of Insertion Orders

4.1 The Media Services shall be provided within the period agreed in the respective Insertion Order and/or until the volume specified in the Insertion Order has been reached. OTTO shall make all commercially reasonable efforts to provide the advertising service in accordance with the provisions of the Insertion Order.

4.2 In the case of online media, OTTO reserves the right to postpone the delivery date specified in the respective Insertion Order by plus/minus three days. In addition, OTTO is entitled to postpone or cancel an agreed delivery date if an online medium on which the corresponding advertising material is to be placed is not available on the agreed delivery date or if delivery on this date is not possible due to technical circumstances beyond OTTO's control.

In the print sector, there may be delays in the distribution of advertising material due to seasonal fluctuations and depending on the selection criteria chosen. The agreed Campaign period is therefore non-binding for OTTO, unless otherwise expressly agreed in writing. Remaining quantities will be distributed in consultation with the Advertiser within three (3) months of the end of the Campaign.

4.3 A specific number of Ad Impressions or clicks and/or any other performance success criteria is only owed if this has been expressly agreed in the respective Insertion Order.

4.4 Likewise, delivery of the advertising material on a specific online medium is only owed if this has been expressly agreed in the respective Insertion Order. Otherwise, the Advertiser has no claim to placement of the advertising material in a specific online medium, at a specific position in the respective online medium and/or to compliance with a specific access time for the respective advertising material. In particular, the Advertiser has no claim to delivery in the directly visible area of an online medium. Insofar as the delivery of the advertising material in a specific environment has been agreed, OTTO is only entitled to reposition the advertising material if the repositioning does not have a significant influence on the advertising impact of the advertising material.

4.5 The Advertiser's advertising material may be displayed alongside other products on the respective advertising media.

4.6 OTTO is entitled to use the services of third parties to fulfill its contractual obligations.

4.7 Insofar as the Insertion Order provides for the display of advertising banners, the following special terms apply:

- The delivery of the advertising banner is controlled by the ad server in accordance with the Insertion Order. Fluctuations in usage behavior can lead to premature or delayed delivery, which shall be tolerated to a reasonable extent.

- OTTO is entitled to save and store the advertising banners received from the Advertiser after the last agreed advertising placement has expired. Once placed, motifs can be reproduced later for documentation purposes or as samples.

5. Advertising Material

5.1 The Advertiser is obligated to provide OTTO with the deliverable advertising material and the necessary data, such as target page URLs or AdTags, in the specified format in good time, unless expressly agreed otherwise in the respective Insertion Order. If the Insertion Order does not contain a specific deadline, the required data and documents must be submitted by the Advertiser at least 14 days before the planned provision via the ad server or before the planned printing.

5.2 The advertising material must be provided in accordance with the technical specifications provided by OTTO. OTTO shall provide the Advertiser with the current version of the technical specifications upon request.

5.3 Subsequent requests for changes to the Advertiser's artwork/advertising material shall be taken into account and implemented by OTTO where possible. The Advertiser shall bear the costs for changes to the print templates/advertising material requested by the Advertiser or for which the Advertiser is responsible. In the event of subsequent changes to advertising material, timely placement can no longer be warranted (“gewährleistet”).

5.4 If OTTO is at fault for delivering less than the agreed volume, the invoice amount shall be reduced by the proportion of the under-delivery. OTTO shall not be liable for any damages caused by under-delivery. If the Advertiser delivers a higher quantity of print advertising material than the agreed quantity, OTTO shall be entitled, but not obligated, to distribute and invoice this advertising material up to 5% above the originally agreed quantity without consulting the Advertiser.

5.5 By transmitting the advertising material, the Advertiser grants OTTO the following non-exclusive, worldwide, transferable rights (including the right to grant sublicenses), which are not limited in time or territory, to the extent necessary for OTTO to fulfill its performance obligations:

- the right of reproduction and distribution, i.e. the right to reproduce and distribute the material as desired - including on image/sound/data carriers other than those originally used - e.g. in physical form, in particular in all print media (catalogs, brochures, advertising, sales promotion and PR media, etc.) and/or to have it reproduced and/or distributed;
- the retrieval and online right, i.e. the right to make the material available for comprehensive non-physical electronic use by means of analog, digital or other storage or remote data transmission technology, with or without intermediate storage, wirelessly or by cable. remote data transmission technology, with or without intermediate storage, wirelessly or by cable, in particular the right to make online use of the material publicly available to third parties by means of remote data transmission in such a way that they have access to the material from a place and at a time individually chosen by them and can view it using a PC, e-reader, cell phone or other mobile or stationary end devices using all protocols and languages, wired or non-wired or via

the Internet, intranet, telecommunication services, push/pull technologies, cloud computing (including the right to unlimited access to the material). computing (including the right to synchronize personal online storage indefinitely), etc., online and offline and in any other analogue or digital manner; this also expressly includes any form of use by way of streaming and/or any (other) form of web publishing;

- This includes the right to make the work results available to a limited group of recipients (e.g. hospitals, schools, hotels, airplanes, ships) or to an unspecified group of persons on demand,
- the right to advertise, i.e. the right to use the material for advertising purposes, e.g. in program previews, on television, in cinemas, in printed matter (advertisements, posters, program announcements, etc.);
- value-added telephone services, on the Internet (e.g. pop-up windows, advertising banners, etc.), whereby these forms of advertising are not exhaustive;
- the database and telecommunications right, i.e. the right to feed the material into electronic databases and data networks and to make it available to users for a fee or free of charge by means of digital or analog storage or transmission technology via cable, satellite, electronic data telephone services, online services or other transmission channels in such a way that they can also receive the material for interactive use on individual demand by means of a television and/or other device ("television-on-demand", "video-on-demand", "near-video-on-demand", "online", etc.). This includes the right to index the material, to place it on data platforms for (full) text searches of any kind and to make it accessible to users for content research;
- the right to edit, i.e. the right to edit the content as desired, in particular to change, shorten, supplement and combine it with other content.

In particular, OTTO is also permitted to have the aforementioned rights executed by third parties.

The granting of rights includes the necessary copyrights, ancillary copyrights, trademark rights and other rights, insofar as this is necessary for the implementation of the Insertion Order. If the subject matter of the Insertion Order is the display of advertising banners, the right of use also covers the content of the banner and the trademarks and elements of product design contained therein.

For clarification, it is noted that OTTO has the right to use the return channel information (“Rückkanalinformation”) transmitted to OTTO by the DSP used (e.g. URL of the website on which the advertising material was delivered) for its own purposes and/or for the purposes of third parties, insofar as OTTO is granted a corresponding right of use to this information by the DSP.

5.6 The Advertiser guarantees (“sichert zu”) that the advertising material provided by it and the linked websites

- are free from third-party rights and that the Advertiser has all the necessary copyright, ancillary copyright, trademark, personality and other rights to enable OTTO and the providers of the online media to use the advertising material free from third-party rights;
- clearly and unambiguously show the advertising character;
- do not contain any content that glorifies violence or war, glorifies drugs or narcotics, is militaristic, pornographic, harmful to minors, racist, hateful or inhuman;
- do not contain any propaganda material or symbols of unconstitutional organizations;
- do not promote a political party
- do not promote the trade of furs or value-added 0900 telephone services;
- do not incite to commit a crime, incite racial hatred or promote a terrorist organization;
- do not contain any other illegal content;
- meet the legal requirements of the country in which it can be accessed or in which the Advertiser is based;
- do not contain any content that is generally likely to damage the reputation of OTTO or a company affiliated with OTTO;
- do not contain or transmit malware;
- are not provided with advertising banners with mechanisms or functionalities that record users of the respective website or collect data about them (such as cookies, markers or similar) without the prior written consent of OTTO;
- do not use any technologies or functionalities on the landing page URL that override the "back" function in the user's web browser.

5.7 In the event of a breach of the above guarantees (“Zusicherungen”), the Advertiser shall indemnify OTTO against all third-party claims asserted against OTTO upon first request and shall bear the costs and expenses (including reasonable legal fees) incurred by OTTO as a result of such third-party claims. If the Advertiser has received a warning due to the specific advertising material or similar advertising material or has already filed an action for injunctive relief with regard to certain content, the Advertiser is obligated to inform OTTO of this in writing without being requested to do so. If the Advertiser fails to do so, OTTO shall not be liable for this reason alone for any damages incurred by the Advertiser as a result of repeated publication of affected advertising material or content.

5.8 OTTO is under no obligation to check the advertising material provided by the Advertiser prior to delivery.

5.9 If the advertising material does not comply with the applicable technical specifications or violates one of the above guarantees (“Zusicherungen”), OTTO is entitled to reject it or to stop a Campaign that is already running.

If the required data and information are not provided in accordance with the Insertion Order, in particular if they are provided late, or if other technical requirements are not met but are necessary, OTTO's obligation to place the advertising material shall be postponed for the duration of the delay in the proper provision of the data and information or the creation or restoration of the technical requirements. In this case, OTTO has the right, but not the obligation, to maintain the Campaign beyond the original end date up to a maximum of the originally agreed duration of the Campaign. OTTO will attempt to provide the booked volume (e.g.

the number of ad impressions) even in the shortened period but cannot warrant (“gewährleisten”) this depending on availability. The Advertiser nevertheless remains obligated to pay the full price for the Campaign concerned.

5.10 OTTO is entitled to label the advertising material as advertising (e.g. with the addition "advertisement", "sponsored" or similar wording), to name those in whose name the advertising is displayed and/or who pays for the advertising and, if applicable, to separate it from any supplementary editorial content.

5.11 If it is necessary for the display of the advertising material, OTTO is entitled to edit the advertising material with regard to size, format or technical specifications. If it is necessary to edit the content of the advertising material, OTTO shall obtain the consent of the Advertiser prior to such editing.

5.12 The Advertiser is obligated to keep the websites to which the respective advertising material links available for the duration of the respective Campaign or to ensure that they remain available.

5.13 OTTO is under no obligation to create advertising material for the Advertiser. If the Parties have expressly agreed in an Insertion Order to create advertising material, see also Section 10 of these GTC, this service shall be remunerated separately in accordance with the terms of the respective Insertion Order or, if no such agreement has been made, on the basis of OTTO's price list valid at the time, according to time and effort. Even if the advertising material is created by OTTO, the Advertiser shall bear exclusive legal responsibility for its content and its legality in accordance with the above provisions.

6. Remuneration, Terms of Payment, Invoicing

6.1 The remuneration to be paid by the Advertiser to OTTO is based on the price list valid at the time the Insertion Order is concluded.

6.2 The remuneration for print Campaigns is generally based on the size of the print advertisement, unless otherwise stated in the Insertion Order.

6.3 The remuneration for Campaigns in the online area is generally calculated on the basis of Ad Impressions, unless remuneration on the basis of ad clicks or other parameters has been expressly agreed in writing. Ad Impressions and ad clicks are referred to as "remuneration units".

6.4 Prices are subject to change. For already concluded Insertion Orders, however, price changes are only effective if they are announced by OTTO at least one month before the planned publication of the advertising material. In the event of a price increase, the Advertiser shall be entitled to terminate the unfulfilled part of the Insertion Order. The right of termination must be exercised within 14 days of receipt of the notification of the price increase.

6.5 Only the reports prepared by OTTO regarding number of Ad Impressions, clicks or other agreed parameters are decisive for the billing of online advertising Campaigns. The service is documented by standardized reporting (from the ad server). Further documents are not part of the Insertion Order.

6.6 The Advertiser shall be invoiced by post or in electronic form. Invoice amounts are due upon receipt of the invoice and payable within 30 days without deduction. The invoice number of OTTO and the date of issue must be stated. Prices are subject to VAT at the statutory rate applicable at the time.

6.7 In the event of late payment, OTTO shall be entitled to charge reminder fees of EUR 2.00 per reminder and default interest of 9% p.a. above the prime rate of the European Central Bank.

6.8 The Advertiser shall only be entitled to set-off rights and/or rights of retention if its counterclaims have been legally established, are undisputed or have been recognized by OTTO.

7. Term, Termination

7.1 The term of each Insertion Order is specified in the respective Insertion Order. There is no ordinary right of termination.

7.2 The right to extraordinary termination remains unaffected. An important reason for OTTO is given in particular if a warning notice (“Abmahnung”) has been delivered to OTTO as a result of the advertising services commissioned by the Advertiser and/or an injunction has been obtained and/or the Advertiser is in breach of obligations under Section 5 of these GTC.

7.3 Notice of termination must be given in writing.

8. Liability

8.1 OTTO shall not be liable for delays in the delivery of the advertising Campaign if they are due to force majeure or unforeseeable circumstances for which OTTO is not responsible, such as operational disruptions, official orders, court orders or late delivery. In the aforementioned cases, the agreed execution periods shall be extended by a reasonable execution period.

8.2 OTTO and its vicarious agents shall be liable without limitation for intent and gross negligence.

8.3 Liability for slight negligence is limited on the merits to the breach of a material contractual obligation and in terms of amount to the damage typically foreseeable according to general life experience when the Insertion Order is concluded. Material contractual obligations are those obligations whose fulfillment is essential for the proper execution of the Insertion Order and on whose compliance a Party regularly relies and may rely.

8.4 Typically foreseeable damages shall be the order value of the respective Insertion Order or the sum of the payments which the Advertiser has to make to OTTO on the basis of the respective Insertion Order.

8.5 OTTO and its vicarious agents shall not be liable for loss of profit, indirect damages, consequential damages and for the damages listed below, the list not being exhaustive:

- loss of data if the Advertiser has not ensured that the advertising material can be restored with reasonable effort by creating backup copies of its data stock or in any other way. Otherwise, OTTO's liability is limited to the typical restoration costs;
- for defective data provided by the Advertiser or third parties commissioned by the Advertiser;
- for inadequacies in the reproduction of the advertising material that do not significantly impair its purpose;
- for the quality of the reproduction of image files, in particular not for color deviations;
- for errors that are beyond OTTO's control (end user's software/hardware, communication networks, Advertiser's computer, etc.);
- for damages resulting from abbreviated or falsified appearance or from the misuse of data by third parties;
- for damages caused by the advertising material that does not meet the legal requirements of the country in which it can be accessed or in which the Advertiser is based;
- for the enforceability of claims based on or arising from agreements between the Advertiser and third parties initiated or concluded on the basis of the placed advertising media.

8.6 The aforementioned exclusions and limitations of liability shall not apply in the event that OTTO has given express guarantees, for claims under the Product Liability Act, due to fraudulent concealment of defects and for damages resulting from injury to life, limb or health and in the event of other mandatory statutory provisions.

9. Use of Data by the Advertiser

9.1 The use of third-party technologies for the purpose of hosting, measuring, and reporting advertising materials and campaigns by the Advertiser is generally permitted, provided that the technology providers are listed as IAB-TCF partners in the privacy information of OTTO on the website/app. This regulation applies to the distribution of advertising materials on Otto.de or in the OTTO app. If third-party technologies are used via the OTTO Advertising technology stack for distribution on publisher websites or apps, the respective publisher’s regulations regarding the use of third-party technologies apply. The IAB Transparency and Consent Framework (TCF) allows for the transparent and uniform management of user consent for data processing. The collected and transmitted data may only be processed for the agreed-upon purposes. The Advertiser and the providers are independently responsible for complying with applicable data protection regulations.

9.2 The providers designated in paragraph 9.1 and their technologies may not be used for their own data processing that serves to create user profiles or to directly identify a person. The use of collected data to create a proprietary database for retargeting purposes or other personal addressing purposes is prohibited. Any processing of the collected and transmitted data must strictly adhere to the intended purpose and may not deviate from the use cases described in paragraph 9.1 without written permission from OTTO.

9.3 If the Advertiser uses third-party systems for the delivery of advertising materials on online media, the Advertiser shall ensure that the system operator also complies with this agreement.

10. Creative Services

The following special provisions apply to the commissioning of Creative Services:

10.1 The Advertiser may commission OTTO with the creation and, in particular, the processing of advertising material on the basis of Insertion Orders. The advertising material created or processed by OTTO is referred to as "work result". The scope of services (requirements profile, specifications, brand guidelines, etc.), maximum costs, remuneration, scope, deadlines and/or other details of the order are set out in the respective Insertion Order. If an Insertion Order for Media Services is concluded in conjunction with an Insertion Order for a Creative Service, these Insertion Orders shall be deemed separate agreements, even if the Insertion Orders are combined in one document.

10.2 The termination or cancellation of an Insertion Order shall not affect the validity of other Insertion Orders and the obligation to pay remuneration for such Insertion Orders. If a Creative Service is required for the execution of an Insertion Order for Media Services, the Advertiser shall ensure that the required Insertion Order for Creative Services is concluded with OTTO in due time and that the Advertiser's reasonable obligations to cooperate required for the execution of the Insertion Order for Creative Services are fulfilled in due time. If the Advertiser is (partly) responsible for the delayed conclusion and/or delayed implementation of an Insertion Order for Creative Services, the Advertiser shall bear the costs of the affected Insertion Order with Creative Services and Media Services.

10.3 If the processing of the Advertiser's advertising material is the subject of an Insertion Order, the Advertiser shall provide the advertising material or raw material to be processed as agreed. The provisions of these GTC regarding the Advertiser's advertising material, in particular Section 5, shall apply in full. OTTO's liability relates exclusively to the Creative Services provided by OTTO.

10.4 After creating the agreed advertising material, OTTO shall make the work result available to the Advertiser and the Advertiser shall check and accept the work result within 3 working days. If the Advertiser fails to meet this deadline, the work result shall be deemed to have been accepted. The acceptance test also includes checking compliance with the Advertiser's brand guidelines. Parties may agree up to two correction deadlines before acceptance is carried out.

10.5 The Advertiser has no claim to the release of the underlying open files (e.g. photo store files) of the work result. Rather, the Advertiser shall only receive the final work result that can be used for a Campaign.

10.6 OTTO grants the Advertiser the simple rights of use to the work result for the agreed contractual purpose, unlimited in terms of time, content and territory. The Advertiser is not entitled to transfer, sublicense, distribute or edit the work result.

10.7 OTTO is entitled to use generative artificial intelligence, algorithms and/or methods of machine learning ("AI") for the provision of the agreed upon services in a Creative Services Insertion Order. OTTO shall be entitled to the rights to "Output" developed with AI. The Advertiser shall be granted the rights to such Output specified in Section 10.6. OTTO shall also be entitled to the rights to information, data, content and prompts ("Input"); the Advertiser shall not be granted any rights to the Input.

11. Managed Services

The Advertiser may order managed services for the booking and execution of Campaigns. The scope of the managed services depends on the applicable service package, the details of which are outlined in the current service description. The Advertiser is not entitled to modify Campaigns conducted through the managed services or to interfere with the established Campaign parameters. If the Advertiser or an agency commissioned by the Advertiser intervenes in a managed services Campaign, OTTO is entitled to terminate the Campaign without prior notice and to charge for the proportionate costs of the terminated Campaign. OTTO is not liable for any consequences resulting from the premature termination of a Campaign, such as the failure to achieve the specified KPI targets.

12. Confidentiality and Data Protection

12.1 The Parties undertake to maintain secrecy about the content of an Insertion Order and all confidential information exchanged in the performance of such Insertion Order and not to disclose it to third parties. “Confidential information” is all non-public information that is disclosed or made accessible in connection with an Insertion Order directly or indirectly by one Party or a company affiliated with it (“Disclosing Party”) to the other Party or a company affiliated with it (“Receiving Party”) if it is marked as confidential or if it can reasonably be regarded as confidential due to its content or the circumstances. This applies in particular to information about the business, business processes, prices and/or price structures, transactions, financial or contractual agreements and the content of an Insertion Order. In case of doubt, it is to be assumed that information about the working methods of one Party that the other Party receives in the course of the cooperation is to be kept secret and used exclusively for the execution of the Insertion Order. The confidentiality obligation does not apply to disclosure to companies affiliated with the Parties pursuant to Sections 15 et seq. AktG (German Stock Corporation Act). The confidentiality obligation shall apply for a period of 3 years after receipt of the confidential information.

12.2 The confidentiality obligation shall not apply to information that is or becomes public knowledge without this being due to a breach of contract by a Party, that was demonstrably known to the receiving Party at the time of disclosure or that is subject to a mandatory statutory or regulatory obligation or an obligation to disclose due to a final court decision.

12.3 OTTO is entitled to forward a booking confirmation to an agency's corresponding advertising client when a booking is made by an agency.

12.4 The Parties shall observe and comply with the relevant data protection regulations, in particular those resulting from the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG) in the respective applicable version. The Advertiser warrants (“gewährleisten”) that personal data to which access is obtained in the course of use of the services provided by OTTO under an Insertion Order will only be used to the extent that this is absolutely necessary or as agreed upon. The Advertiser shall not transfer personal data to third parties and/or make it publicly accessible without the express written consent of OTTO. The Parties shall oblige their employees and other agents deployed under an Insertion Order to comply with the data protection regulations. If personal data of the Advertiser is processed as part of the fulfillment of an Insertion Order, the Parties shall conclude an agreement on order processing.

13. Final Provisions

13.1 Should a provision of these GTC be wholly or partially in breach of statutory regulations or be invalid for other reasons, this shall not affect the validity of the remaining provisions of these GTC. The Parties shall replace the invalid provision by mutual agreement with another provision that comes closest to the economic purpose of the invalid provision.

13.2 Cancellations, amendments and supplements to these GTC require an agreement in text form.

13.3 Insertion Orders shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

13.4 The place of performance and jurisdiction is OTTO's registered office. OTTO is entitled to sue the Advertiser at its registered office.

13.5 OTTO is entitled to refer to its cooperation with the Advertiser in its own advertising, including the right to use the Advertiser's brands or logos.

13.6 OTTO is free (also) after termination of the contractual relationship to inform the Advertiser by e-mail about its own identical or similar services. In this respect, OTTO points out that the Advertiser can object to the corresponding use of the Advertiser's e-mail address at any time without incurring any costs other than the transmission costs according to the basic rates. The Advertiser's objection can be sent by email to advertising@otto.de