

## GTC of news aktuell GmbH for the Use of the PR Software "reneria" and the System Data

### General Information

news aktuell (Schweiz) AG, Prime Tower, Hardstrasse 201, 8005 Zurich (hereinafter also referred to as „news aktuell“), offers worldwide contact data of and information on media and media professionals (hereinafter also referred to in its entirety as „system data“) for use via the PR software „reneria“ (hereinafter also referred to as „application“) within the scope of the conditions specified in §2. news aktuell provides access to all booked licences and functionalities in accordance with the offer signed by the customer. The customer or the users named by the customer may retrieve the system data provided through the application and use them for the business purposes specified in §2.I.

In addition, the application can be used for archiving and maintaining customer-owned contact data and information. For the storage of these data entered by and accessible only to the customer, news aktuell provides a Data Processing Agreement.

### §1 Licence

- I. By signing the licence agreement or registering for the service or using the service, the customer accepts the validity of these GTC.
- II. Registration is based on the number of users who will be given simultaneous access to the system. The application can be used only by persons for whom a subscription fee has been paid.

### §2 Terms of Use

news aktuell grants the customer the non-exclusive, non-transferable right of use for the modules booked according to the licence agreement for the duration of the licence period, e.g. the right to retrieve system data as well as client-own data, to create and manage own data records and mailing lists as well as to use the emailing tool. The use of the application as well as the system data is only permitted under the following conditions:

- I. The customer may use the application and the system data for its own press and public relations work only.
- II. If the customer is engaged in PR consulting or public relations for third parties, e.g. as a PR agency, it may also use the application and system data for individual PR activities for its clients. Any other use, in particular the passing on of login data or system data to its clients or other third parties, as well as the use for general product offerings of the customer, is expressly prohibited.
- III. Furthermore, the system data may not be transferred, sold or otherwise passed on or distributed to third parties without the express prior written consent of news aktuell. The customer does not acquire any rights to the data beyond the rights of use mentioned herein. This provision shall continue to apply after termination of the licence agreement.
- IV. The customer undertakes to comply with the following conditions when sending emails to system data contacts via the application's email tool or any other email system:
  1. to send exclusively press material and, in particular, no advertising material, not to infringe any copyrights or personal rights and not to violate competition law or other statutory provisions.

2. to always include an opt-out option and to blacklist contacts who contact the customer directly as a result to exclude them from future mailings.

V. The use of exported system data outside the application is permitted only one-time per export and within a maximum of 2 days after export. For further use at later time, an up-to-date data export must always be performed and the permanent storage of system data outside the application is not permitted.

VI. The system data provided on weblogs, bloggers and other influencers from social media is to be understood as a directory only and therefore subject to the following separate regulation: When sending emails to these contacts, the consents of the recipients for the sending of press material are to be obtained by the customer himself in advance. These email addresses are therefore not included in the data export.

VII. If the customer enters his own contact data or data records in the application, he must ensure that the necessary consents are obtained for the collection and storage of data and – when using the email dispatch function – for the sending of press material.

In the event of complaints or claims from persons due to a violation of these provisions, news aktuell assumes no liability. In the event of a violation of the terms of use stated herein, news aktuell also has the right to immediately deny access to the application and to terminate the agreement without notice. Further claims of news aktuell remain unaffected.

### §3 Publication of Material in the Customer's own Newsroom on [presseportal.ch](http://presseportal.ch)

When using this service, the following additional conditions apply to the publication of the respective content:

The material will be published in the customer's own newsroom („digital press kit“) in the publicly accessible PR platform at [www.presseportal.ch](http://www.presseportal.ch). The newsroom shall bundle all of the customer's PR content distributed via news aktuell and establish a clear reference to the customer as information source by displaying the customer's name with logo, a link to the homepage and, optionally, social media buttons. news aktuell provides the material published in this way to third parties for free editorial use and republication in its original under the conditions stated here: [www.presseportal.ch/fr/nutzungsrechte](http://www.presseportal.ch/fr/nutzungsrechte). The customer transfers the necessary rights of use to news aktuell through the respective publication.

news aktuell does not review the content or form of the published content. The customer is solely responsible for the content; the customer must supply the material free of third-party rights or else must obtain the necessary rights beforehand and guarantees that the material meets the general requirements of PR content and does not infringe – in content or form – valid law or statutes or the rights of third parties. Nevertheless, news aktuell reserves the right to remove individual publications without giving reasons (e.g. in the event of violations of the principles mentioned here or warning letters by third parties). Any usage rights restrictions must be submitted by the customer via the material itself. news aktuell is not liable for compliance with these restrictions.

The customer must indemnify news aktuell from all third party claims resulting from the publication and archiving of the material by news aktuell and from the use of the contents by its users for the intended purpose and must compensate news aktuell for any damage, including the costs of appropriate legal defence in respect of such third-party claims.

## §4 Access, Password and Security

The application is accessed via a password-protected Internet interface. The respective customer or user is solely responsible for maintaining the confidentiality of the user name and password as well as for all activities carried out under an account. In the event of a change of user or departure of employees or (e.g., in the case of PR agencies) the end of the authorization to act on behalf of individual third parties, the customer is obliged to inform news aktuell,

## §5 Term, Prices and Termination

I. Unless otherwise expressly agreed in writing at the time of concluding the contract, the initial term of the licence agreement shall be one year (12 months).

II. After expiry of the initial term, the contract will be renewed automatically for equally long terms unless it is terminated in writing with a notice period of 3 months before the end of a term.

III. The price is based on the selected licences and additional services, as stated in the licence agreement. During the respective licence term, this price is a fixed price.

IV. news aktuell reserves the right to increase the fees for all services. Such an increase may solely become effective at the beginning of a new term.

V. Upon termination of the Licence Agreement, the customer will be obliged to cease using the software and the system data and delete any system data or copies thereof retrieved from renteria from his computer systems or any other storage devices. In the event of a documented breach of this rule, there will be a contractual penalty amounting to double the annual fee of the booked licence. The right to assert further damages or compensation claims in excess thereof remain explicitly reserved.

## §6 Invoicing and Payment

The Licence Fees are invoiced as specified in the Licence Agreement. All other services will be invoiced immediately after performance. Invoices are to be paid within 30 days of receipt without deduction. In the event of significantly late payment by the customer, news aktuell reserves the right to close the user logins to the application with appropriate advance notice.

## §7 Warranty, Liability and Support

I. news aktuell is not liable for the accuracy or completeness of the system data. However, news aktuell makes every effort to ensure the best possible data quality by having its own research team regularly review and update existing data and collect new data. Details on data research and updating can be obtained from news aktuell.

II. news aktuell makes every effort to answer user inquiries as quickly as possible during general office hours via email or telephone.

III. Upon concluding the licence agreement, the customer assumes

sole liability for the use and the mode of use of the data provided. news aktuell assumes in particular no liability for the use of the data outside of the permitted purposes of use expressly agreed herein, the selection of recipients for the customer's mailings, and the content and form of the dispatched material. The customer shall indemnify news aktuell in the event of claims by third parties which are caused by one of the points mentioned here and shall, if necessary, assume the reimbursement of legal defense costs necessary for news aktuell.

IV. news aktuell shall not be liable for loss or damage of any kind, including lost profits or other consequential damages, which arise due to the use (or the impossibility of use) of the application or as a result of defects or errors in the application or temporary malfunctions. In case of gross negligence, intent or violation of essential contractual obligations, statutory liability remains unaffected. Total liability of news aktuell shall in no event exceed the annual amount paid by the respective customer for the service. Liability is excluded for cases in which news aktuell cannot fulfil its contractual obligations due to force majeure.

## §8 Applicable Law, Severability Clause

Swiss law shall apply. Place of performance and jurisdiction is Zurich. Should one or more of the provisions in the GTC be or become invalid, this shall not affect the validity of the remaining provisions. Instead of the ineffective provisions, a provision shall apply that comes closest to the intended purpose.

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