

General Terms and Conditions (GTC) of news aktuell (Schweiz) AG for the Publication and Distribution of PR Content

§ 1. Validity

These GTC apply to all PR distribution services of news aktuell (Schweiz) AG, Prime Tower, Hardstrasse 201, 8005 Zurich (hereinafter also referred to as „news aktuell“), even if the services are provided without using or expressly referring to the GTC. Amendments or ancillary agreements require the prior written confirmation of news aktuell to be valid and only apply to the respective individual business case. Conflicting terms and conditions of the client shall not be recognised, even if they have not been expressly excluded.

§ 2. Performance

The business object of news aktuell is, among other things, the digital distribution and publication of original PR content for clients via various news networks, platforms and channels. The PR content may include texts, images, audio and/or video formats and is hereinafter referred to in its entirety as a „story“ and its individual components as „material“.

Each client or PR source is provided with its own newsroom within the PR portal of news aktuell at <https://www.presseportal.ch>. All stories published on behalf of the client are automatically published and stored in the respective newsroom. The newsroom establishes a clear link to the client as the source of the information by displaying the client's name as well as its logo, a link to the homepage and, optionally, links to its social media channels. The newsroom can be embedded in the client's own website („embed“ function). If required, several newsrooms can be set up per client. For further information on the publication network, see §7 „Special conditions for individual services“.

§ 3. Order transmission and direct distribution

All orders are transmitted by the client to news aktuell via the password-protected news aktuell order interface at <https://my.newsaktuell.ch>. When using the direct dissemination function, the client carries out the dissemination itself, so that news aktuell has no possibility of viewing any content prior to its publication. In the case of publications that are carried out by news aktuell employees on behalf of the client, news aktuell only determines the respective news section and assigns keywords if necessary, but does not carry out any content checks, legal reviews or editorial processing.

§ 4. Responsibility for content, indemnity and compensation

The client alone is responsible for the content and form of the material to be published. news aktuell publishes the material in the client's original version, unless otherwise agreed. The material is made available by news aktuell for free editorial use, as well as for free redistribution in original, by third parties. The client shall provide its material free of third-party rights or obtain the necessary rights in advance and warrants that the material or its publication as well as its usage by third parties according to

regulations does not violate applicable law or statutory provisions in the respective publication countries and publication networks booked, neither in terms of content nor form, and does not violate the rights of third parties. Furthermore, the client may not use the distribution services of news aktuell for the intentional dissemination of false information.

The client is liable to news aktuell for all damages resulting from the publication, dissemination and/or archiving of the material in accordance with the respective order, or from the use of the material by its recipients and other third parties. In addition, the client indemnifies news aktuell against any claims by third parties resulting from the publication and reimburses news aktuell for the costs of a reasonable legal defence against such claims. Although news aktuell does not review or edit the material, news aktuell reserves the right to refuse to publish and distribute the material without giving reasons in individual cases.

§ 5. Transfer of rights

By placing the order, the client transfers all necessary rights for the respective publication and distribution of the material to news aktuell, including the right to make the material publicly available for editorial use and further distribution, to grant corresponding sub-licences to third party distributors as well as all other rights necessary for the fulfilment of the order. Necessary information, such as the name of the author in the case of photos, or restrictions on the rights of use, shall be provided by the client in the image or video caption, in the image metadata and/or in the input masks provided for this purpose by the order interface. news aktuell shall not be liable for compliance of third-party users or redistributors with the terms of use.

§ 6. E-mail distribution to client-owned mailing lists

If material is distributed to e-mail addresses that news aktuell receives from the client for this purpose, news aktuell is not liable for the permissibility of the storage and use of the respective personal data or the transmission. The consent of the respective recipients must be obtained in advance by the client. In this respect, the client must indemnify news aktuell against third-party claims and compensate news aktuell for any damages - including the costs for appropriate legal defence against such claims.

§ 7. Special conditions for individual services

ots distribution service

ots distribution comprises the publication of the respective story at the desired time in the selected countries or area of distribution, possibly including supplementary materials (images, video, audio, documents), via the following publication network: satellite, news agency/editorial systems, placement on news sites and news portals – marked there in each case as PR content or, if applicable, advertisement –, e-mail, RSS, delivery to online databases, social media services and Internet sites as, well as publication on the

Presseportal homepage and storage in the client's own newsroom within the Presseportal at <https://www.presseportal.ch>.

news aktuell is entitled to use third parties to provide the services or parts thereof. news aktuell is free to choose these partners if the service provided at least covers to the respective service specification.

news aktuell is constantly working to improve the reach of the ots distribution service and therefore reserves the right to change or expand the publication network at any time. Details can be found in the respective offer or the corresponding information on the website <https://www.newsaktuell.ch>.

Following a distribution, the client can use „Analytics“ in the news aktuell order interface at <https://my.newsaktuell.ch> to evaluate online reach.

Native Ads service

When a „Native Ads“ order is placed, the respective story will be displayed in the advertising section of the booked online media and Google indexing always takes place. In addition, the story is published in the client's own newsroom in the Presseportal and delivered to newsroom subscribers via e-mail and RSS. Information on the requirements for the accompanying material (image, video), detailed service descriptions, key figures and examples of placement with individual media partners are displayed during the booking process. The bookable Native Ads partners are displayed in the order interface on a daily basis.

The booking does not entitle the client to use the logos or other brands or marks of the booked Native Ads partners for own PR or advertising purposes. The client is not permitted to misleadingly present the advertisements as press articles in their own publications.

Translation service

Translations are carried out by partner companies of news aktuell. The processing time is between 24 and 48 hours, depending on the partner and the language booked, and the translated version is then published directly or at a later date requested by the client. If desired, the client can check the translation before publication. In this case, text changes and final approval for publication are to be carried out by the client.

§ 8. Liability

news aktuell is not liable in the event of errors or disruptions in service operations for which news aktuell is not to be held responsible and in cases of force majeure. news aktuell is not liable in the event of normal negligence on the part of its executive bodies, legal representatives, employees and other vicarious agents, insofar as this does not involve a breach of essential contractual obligations. Liability for gross negligence on the part of vicarious agents, insofar as these are not executives, as well as for the breach of essential contractual obligations without gross negligence shall, however, be limited to compensation for typical foreseeable damage, up to a maximum of CHF 10,000.00. The client shall actively cooperate in minimising the damage.

§ 9. Login data

The client is solely responsible for maintaining the confidentiality

of the login data for news aktuell's order interface at <https://my.newsaktuell.ch>. The client shall be liable to news aktuell for all damages that occur after receipt of this data due to unauthorised use by the client's own employees or third parties. The client is obliged to inform news aktuell of the following changes: Change of user, withdrawal of users or end of authorisation to distribute press material on behalf of individual PR Sources.

§ 10. Prices and conditions

Unless otherwise agreed, the respective list prices of news aktuell shall apply to all orders. For distributions that are carried out by news aktuell staff outside general office hours at the client's express request or are transmitted by the client by e-mail, an additional surcharge of CHF 200.00 per order shall be due. A service fee of CHF 200.00 will also be charged for subsequent changes to or deletions of a text, image or other document or file that has already been published. In the case of orders including foreign distribution, additional costs of CHF 200.00 shall be incurred for change requests after the order has been placed and/or subsequent deletions. Invoices are to be paid within 30 days of receipt without deduction. If the client instructs news aktuell to invoice a third party, the client shall be liable to news aktuell if the invoice is not paid on time and/or in full by the invoice recipient.

§ 11. Applicable law, severability clause

Swiss law shall apply. Place of jurisdiction is Zurich. Should one or more provisions of these GTC be or become ineffective, this shall not affect the validity of the remaining provisions. Instead of the ineffective provisions, a provision shall apply which comes as close as possible to the intended purpose. The same shall apply in the event that agreements contain loopholes.

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