§ 1 AWARDING A CONTRACT
(2.) The following general terms and conditions shall apply exclusively for this purpose (AGBs).
(3.) dgo may alter these terms and conditions at any time insofar as these changes are required based on a change in circumstances (e.g. change in law or case-law) and are not unreasonable for the client. The clients shall be informed of these in written form (e.g. email, news letter). They shall be considered approved unless objected to by the client within ten business days after the announcement of the changes. The client shall be made explicitly made aware of this right to object. In the case of the client objecting, each party shall have the right to cancel the contract in writing or by email, giving one month notice.
(4.) Any counter arguments with reference to the client’s own terms and condition shall be hereby explicitly rejected.
(5.) Insofar as these AGBs or the confirmation of contract refer to product descriptions, media data, websites and price lists of the internet service provider they shall form part of the agreement with the client. The client shall confirm receipt of these documents prior to signing the contract.
(6.) A contract for the placement of internet advertising shall only be valid by the order being accepted in written form (e.g. fax, email or letter) by dgo. The contract shall be valid with its content confirmed by dgo.
(7.) Offers of dgo shall be subject to the availability of the internet advertising pages offered.
(8.) Orders from advertising agencies shall only be accepted for advertisers precisely designated by name. Insofar as an advertising agency places an order, the contract concluded shall be with the agency in cases of doubt unless otherwise agreed in writing. dgo shall be entitled to request proof of mandate from the advertising agency. With agency bookings dgo reserves the right to forward booking confirmations also to the advertisers. Contract year shall be the calendar year.
(9.) The pooling of a several contracting bodies in one advertising motif, so-called cooperative advertising, shall require the explicit consent of dgo. The clients must be named individually. dgo shall be entitled to collect an additional charge in this case.

§ 2 PROCESSING THE CONTRACT
(1) dgo shall place internet advertising ordered within the agreed website subject to necessary change due to current events (cf.see § 9 (2)). The website and areas shall result from the valid media data at the time of confirmation of the contract by dgo. A claim for placement of the internet advert in a certain position on an internet page does not exist. dgo shall make every effort to effect the placement of the internet advertisements on a page/in an area the client desires without guaranteeing this. The client shall not be entitled to maintain a certain access time to the respective internet page.
(2) In principle the client and dgo shall be entitled to re-book advertisement placement within one week of placement if required. The client shall be entitled to change an agreed booking (alteration to the page booked, area placement and time period) if dgo is communicated in writing the desired change within one week of the agreed live date, the agreed booking volume (total fee according to the respective price list) remains the same, no significant delay to publication of the changed booking volume in comparison with the original booking and if dgo possesses sufficient free capacity for the desired new publication dates.
(3) There shall be no guarantee of excluding competitors from an internet page.
(4) dgo reserves the right to refuse advertising material provided by the client for the purpose of the internet advertising campaign if it is in breach with current legislation in the view of dgo or if there are other legitimate reasons against the campaign going live due to its origin, content, form, technical or contextual quality (e.g. too many repetitions). dgo shall inform the client immediately stating the reasons for refusing an advertisement. In this case, the client shall be obliged, taking into account the reasons for refusal, to provide a modified advert for the campaign. If such alternative advertising is not provided in time for the campaign to start, dgo reserves the right to the agreed fees even if the campaign does not go ahead.
(5) In exceptional cases dgo may give permission to external advertisers to provide advertising materials. For such cases dgo reserves the right to view such advertising material and if necessary to refuse their publication.

§ 3 PROVISION OF MATERIALS OR ADVERTISING MEDIA

(1) Unless otherwise agreed, the client shall be obliged to provide the necessary material required for the campaign within 10 days at the latest of the campaign start date. The respective delivery deadline depends otherwise on the advertising media booked and shall be valid for the specific delivery date mentioned in the media data (e.g. 5 business days before publication).

(2) Internet advertising details are to be sent to:
   deutsche golf online GmbH, Infanteriestr. 19 House of Golf 4a, D-80797 Munich or by email to sales@golf.de.

(3) The obligation to keep the documents (particularly suggestions regarding layout and details etc.) ends with the last date of placing the internet advert as per the contract. dgo shall send the documents back to the client if the client declares this requirement in writing within 10 days of the last run of the campaign. Otherwise dgo has the right to destroy the material.

(4) dgo may invoice the client for the agreed campaign if the internet campaign did not take place for reasons within the client’s control, in particular if dgo was provided with the documents late, or if the documents were erroneous, incomplete or marked incorrectly.

§ 4 ADVERTISING CAMPAIGN

(1) If the start of the campaign cannot be carried out as scheduled due to content, unforeseen circumstances (including technical disruptions) or any such circumstances not in dgo’s control, dgo shall move the internet advertisements to another, if possible equivalent, campaign position.

(2) If there are significant delays dgo shall inform the client immediately. ‘Significant delays’ are understood to be a change to the schedule outside the agreed dates as well as a change to another website.

(3) The campaign quality shall be based on the internet service provider’s usual standard of reproduction and shall be dependent on the technical standard of the respective internet user’s technical equipment.

(4) The client shall be obliged to evaluate the online internet campaign immediately after first being published and to point out potential errors without delay within the first campaign week. If the client omits to report an error, the potential error is deemed to have been accepted. dgo reserves the right to make alterations to the internet campaign even after the deadline has passed; in this case the client is obliged to pay costs incurred by the alteration.

§ 5 RIGHTS OF USE

1. FOR MEDIA PROVISION

(1) The client shall transfer to dgo all rights for the use of the advertisement in online media of any kind, including internet, required copyright and competition rights as well as other rights, in particular the right to copy, disseminate, process, retrieve from a database and call (by time, location and content) to the extent necessary for completion of the contract (e.g. for cross media promotions, hyperlinks) in particular the right to transfer the aforementioned rights to the internet service provider or instead third parties contracted to fulfil the campaign. Aforementioned rights shall entitle the campaign to go ahead by way of all known technical processes as well as all known forms of internet or other online media.

(2) The client guarantees that he retains all copyrights as well as related rights required for the internet use of the advertising campaign and is therefore entitled to transfer the above to dgo. Moreover the client shall be responsible to dgo and the respective internet service provider for ensuring that the campaign is not in breach of any legal requirements, in particular any competition regulations. Should the web site proprietor and/or the respective internet service provider be held responsible by third parties for the content of the internet
advertising campaign due to copyright or competition regulations or for any other reasons, the client shall hold dgo and/or the respective ISP harmless on first demand from all claims and shall compensate it for potential damages (e.g. costs of any required legal defence).

(3) Insofar as dgo conceptualises, designs and/or implements the advertising campaign on behalf of the client, dgo shall authorise the client a simple right of use for the purpose of administering the internet campaign as part of the relevant internet offer. All copyrights, ancillary copyrights and other rights of the internet campaign realised by dgo and/or commissioned by a third party (e.g. layout etc.) shall remain with dgo and/or the third party. The use of such internet advertising by the client outside the relevant internet offer shall require the prior consent from dgo (licence), if applicable in return for payment of a single licence fee to be agreed.

2. FOR AGENCY SERVICES PROVIDED

(1) Each contract awarded to dgo is a copyright contract which serves to grant user rights for services.

(2) All concepts, design and programming shall be subject to copyright law. The regulations of copyright law shall apply mutatis mutandis even if the creativity threshold (Schöpfungshöhe) required in accordance with Section 2 UrhG (Copyright Law) has not been achieved.

(3) Concept, design and programming must not be altered in the original form or in reproductions unless the explicit agreement of the agency has been given. Any plagiarism, even of parts, shall not be permitted. A breach of this provision shall entitle the agency to demand a contractual penalty fee equal to twice the amount of the agreed fee.

(4) Required rights of use shall be transferred to the client for each respective purpose by dgo. Unless otherwise agreed, only a simple right of use shall be transferred. Transferring the right of use to a third party shall require written agreement. The rights of use shall only be transferred after the fees have been paid.

(5) All copyrights, ancillary copyrights and other rights for any services rendered through dgo and/or a contracted third party (e.g. source code, design, logo etc.) shall be retained by dgo and/or the third party. The use of such services by the client shall require prior agreement from dgo (licence), if applicable in return for a licence fee to be negotiated in each individual case.

(6) dgo reserves the right to be named as originator on copies by signature and also to use and present such as reference for the purposes of self promotion. Special wishes of the client may also be considered on a case by case basis.

(7) Suggestions or collaboration from the client shall not influence the fee amount. These shall normally not give rise to joint copyrights.

§ 6 GUARANTEE

If the internet advertising campaign has not been published, or has been wrongly published through circumstances within dgo’s control, dgo shall ensure the contractual implementation of the order at its reasonable discretion by immediately implementing an alternative in an area/part of the agreed website.

§ 7 LIABILITY

(1) dgo shall be liable for damages caused with intent or gross negligence by its legal representative or executive employees. In cases where gross negligence can only be attributed to ordinary employees, liability shall be limited to such damages which can be typically expected to arise as part of the contract. dgo shall also be liable in the case of the breach of a material contractual obligation, the fulfilment of which is required for the appropriate execution of the contract, and on the fulfilment of which the client should be able to rely (so-called cardinal obligation). In the case of slight negligence, liability shall be limited to damages that are typically predictable. The parties shall agree that typically predictable damages shall amount to a maximum of EUR 25,000. This shall apply to contractual and tortuous claims. The same shall apply in the absence of guaranteed properties.

(2) Moreover, dgo shall be liable if liability is mandatory under the provisions of the Product Liability Act. Due to mandatory statutory regulations, general terms and conditions cannot exclude liability for damages resulting from injury to life, body or health caused by a negligent breach of duty by dgo or an intentional or negligent breach of duty by a representative or agent of dgo.
(3) In other cases of simple negligence dgo shall not be liable for indirect damages, consequential damages or lost profit unless these are cardinal obligations (in accordance with paragraph 1). In this instance, liability shall be limited to any typically foreseeable damage. In any case, this limitation of liability shall apply to damages that are expected to arise typically in the case of slight negligence.

(4) Insofar as no cardinal obligations are breached, claims for damages resulting from an initial inability or impossibility of fulfilment of service due to a delay, deliberate breach of contract, fault on conclusion of the contract and tort for negligence on the part of dgo shall be excluded. Claims for damages shall at least be limited to compensation for foreseeable losses in the case of only slight negligence.

(5) The above provisions shall also apply to employees and agents of dgo.

§ 8 RESCISSION OF CONTRACT

(1) dgo and the client shall be entitled to rescind orders for advertising without charge up to six weeks before the first campaign run by binding written declaration. According to this dgo may rescind legally binding internet campaigns if unforeseeable changes to the programme occur which are outside the control of dgo or rather the operator of the website, in particular as a consequence of official and governmental measures and regulations. In these cases all claims from the client shall be excluded.

(2) Rescission of a contract by the client which includes special advertising forms, e.g. online sponsoring or micro sites, shall be excluded in all cases.

(3) dgo may agree to a cancellation even after the six-week period under paragraph (1); however this shall only be permitted in return for a cancellation fee at the discretion of dgo (§ 315 BGB). The client shall have no right to acceptance.

§ 9 PRICE CHANGES

(1) The prices at the time of confirmation of the contract shall be based on the media data of dgo in the current version. dgo reserves the right to adapt prices in the case of changes to this data even for agreed orders as long as by doing so the client is not unreasonably disadvantaged. Conditions and reasons for such changes can be based on legal or economical requirements. The change shall be implemented in such a way and to such an extent that both parties’ interests are balanced fairly. The change shall only apply after appropriate notice is given. In the case of a price increase the client shall be entitled to terminate the contract with immediate effect. Termination must be notified in writing to dgo within ten business days after receipt of notice regarding the price increase.

(2) Notwithstanding the above, dgo shall be entitled to charge special prices as a consequence of changes to offers (e.g. based on current events) at short notice. If the agreed campaign start time is affected by the introduction of such a special price, the client shall be informed immediately. The client must confirm immediately whether he wishes to start the campaign at the agreed time and therefore pay the special price. Otherwise, dgo shall run the affected internet advertising campaign when next possible within the same area/environment for which the internet campaign was initially booked.

§ 10 DISCOUNTS

(1) Individual or rather standard advertising format discounts (according to the applicable discount scale) can be applied to list prices (according to the relevant applicable price list) if the total booking amount by the client exceeds the sums referred to in the discount scale. Discounts shall be agreed individually for special advertising formats or bundles. A discount shall be calculated based on the annual budget at the time of calculation, the booking volume in the order year (=calendar year) and considered accordingly when issuing an invoice. The final invoice shall be issued, at the latest, at the end of the contract year retrospectively in accordance with the actual advertising volume used.

(2) Several clients shall be viewed as a corporate group for the purposes of granting discounts if the parent company contributes more than 50% capital to its subsidiary. dgo shall require proof of this fact by 30 June of a calendar year at the latest.
Group discounts shall require the express written confirmation of dgo on conclusion of the contract. Group status as at 1 January of a given calendar year shall be decisive for this purpose. An end to corporate group membership must be reported immediately; the end of the month in which group membership ends shall mark the end of the group discount period.

§ 11 PRICES, PAYMENT CONDITIONS

1. Prices and discounts are set out in the current applicable media data. These are also available online. The prices referred to shall apply exclusively for companies. They are stated in EUR plus VAT at the applicable rate in each case. Invoices shall be made out in EUR, generally at the beginning of the campaign month or campaign period.

2. Invoices must be paid immediately without deduction. Payment may only be made into the account as mentioned on the invoice by dgo. dgo reserves the right to demand advance payments for new business contacts. Bank fees shall be paid by the client. Cheques shall only be accepted subject to being honoured.

3. Advertising agencies or agents shall receive - insofar as they advise their clients or can prove relevant provision of services and invoices are sent directly to the agency or agent - an agency fee amounting to 15% of the contract value (after deductions and exclusive of VAT) subject to payment being received by dgo.

4. dgo shall be entitled to stop further runs of the campaign if payment is delayed. A right to refusal shall exist in the event of significant decline in a client’s financial situation. A right to payment shall be retained irrespective of this, including for defaulted campaigns. dgo shall be entitled to demand interest for delayed payment of 8% above the base interest rate. The right to claim further damages shall not be unaffected.

5. If dgo or a third party authorised by dgo is responsible for the production of internet advertising or further services such as research, consultancy, production of advertising media or software development based on a contractual agreement the fee agreed for the latter shall be invoiced separately. Fees must be paid in full without deduction once invoiced.

§ 12 FINAL PROVISIONS

1. The contractual relationship between dgo and the client shall be exclusively governed by the laws of the Federal Republic of Germany. Munich shall be the agreed exclusive place of jurisdiction for any disputes resulting from this contract. dgo, however, shall be entitled to file suit at the place of the client’s registered office.

2. If the event that one or more provisions of these AGB are or become invalid, this shall not affect the validity of all other provisions or clauses. An invalid provision must be replaced by a valid provision which most closely reflects the economic purpose of the invalid provision. The same shall apply in the case of any gaps found in the contractual provisions.

Subject to printing errors as at 1st of March 2012.