

# General Terms & Conditions (GTCs)

## Scope

These General Terms & Conditions govern the legal relationship between Flughafen Zürich AG and an advertising customer (hereinafter referred to as the "Customer") relating to advertising on the website of Zurich Airport (www.flughafen-zuerich.ch, www.zurich-airport.com and www.aeroport-de-zurich.com). Deviating or additional provisions shall only apply if agreed in writing.

Using the service and/or signing the agreement or confirming the order shall constitute acceptance of these General Terms & Conditions by the Customer.

If an order is placed by an advertising agency, where doubt exists the agreement shall be with the agency itself unless other written agreements have been reached. In other words, the advertising agency is the Customer of Flughafen Zürich AG in accordance with these GTCs. Flughafen Zürich AG reserves the right to change these GTCs at any time. Flughafen Zürich AG shall notify its Customers about such changes in good time.

## Products and services

The individual advertising formats and the Terms of Delivery are published on www.flughafen-zuerich.ch, www.zurich-airport.com and www.aeroport-de-zurich.com.

At the end of each advertising campaign, Flughafen Zürich AG shall send the Customer a final report on the services provided. If an advertising agency is involved, the agency shall be responsible for forwarding the final report to the advertiser.

Access to the advertising tool by the Customer must be explicitly agreed in writing.

## Right of rejection/non-provision of the service

Flughafen Zürich AG may reject booked advertising without grounds. If Flughafen Zürich AG discovers that the service is being used illegally or in breach of contract, Flughafen Zürich AG shall have the right to halt provision of its service and/or terminate the agreement without warning or liability. This shall not affect the right of Flughafen Zürich AG to compensation or other claims. Flughafen Zürich AG shall furthermore have the right to halt provision of its service with immediate effect for an indefinite period if it suspects that the Customer is acting illegally or in breach of contract. The Customer shall be notified of the non-provision and be required to immediately remove the content that is allegedly illegal or in breach of contract or justify its legitimacy.

## Guarantees and liability

Within the framework of the foreseeable requirements, Flughafen Zürich AG shall endeavour to display the advertising in the best possible way and to the relevant technical standards.

The Customer is aware that current technology does not enable advertisements to be displayed completely accurately at all times. Consequently, Flughafen Zürich AG cannot guarantee that the services will function accurately at all times.

Flughafen Zürich AG cannot accept liability for shortcomings caused by force majeure and for which Flughafen Zürich AG cannot be held

responsible, for instance faults caused by errors in or breakdowns of the Customer's computer or the communication pathways between the Customer and the servers of Flughafen Zürich AG or the servers of Customers whose advertising space Flughafen Zürich AG markets. In the event of a breakdown of the adserver, Flughafen Zürich AG shall supply the service at a later date or extend the insertion period. If later provision or extension is not possible, the Customer shall not be liable for payment for the part affected by the breakdown. No other claims may be made. Flughafen Zürich AG shall not be obliged to check whether the advertising supplied is correct, up to date and/or free of errors, and refuses to accept any liability or make any guarantees for this. Flughafen Zürich AG shall pay compensation only in cases of wilful intent or gross negligence and errors in guaranteed features. It shall not be liable for any instances of indirect damage, for pure financial losses or loss of sales or income.

Furthermore, Flughafen Zürich AG shall not be liable for damage caused by force majeure and for which Flughafen Zürich AG is not responsible.

Flughafen Zürich AG shall under no circumstances be held responsible for misuse by third parties (e.g. hackers), security risks or data loss during transmission.

If advertising is located on a third-party server (redirection), Flughafen Zürich AG shall not assume any liability for the transmission of data over the Internet.

## Complaints

The Customer is obliged to check all advertising the moment it is displayed and report any shortcomings immediately.

## Customer obligations

### General

The Customer shall be responsible for all the information that Flughafen Zürich AG transmits or processes either on the Customer's behalf or that of the third party commissioned by him. Advertising may only contain honest, true and inoffensive information. The principles of the Swiss Integrity Commission on the integrity of commercial communication must be upheld. Illegal or indecent information (e.g. depictions of violence, racism, illegal tobacco or alcohol advertising, etc.), unfair competition, dishonest mass advertising ("spamming"), breaches of third-party rights (e.g. copyright, trademark law, personal rights, etc.) and advertisements for political issues are not permitted.

The Customer guarantees that it holds all the necessary rights to the display the advertising. At the first request of Flughafen Zürich AG, the Customer shall free Flughafen Zürich AG from any third-party claims based on breaches of competition, criminal, copyright or other laws, and agrees to be liable for the costs thereof (incl. legal fees).

This shall not affect claims relating to satisfaction. The Customer shall be responsible for acquiring and setting up its connections, software, hardware, etc. Flughafen Zürich AG shall in no way guarantee that the services will function entirely without error in conjunction with all of the Customer's devices and settings.

**Supply of the advertising**

The Customer shall be obliged to supply the advertising templates in good time, in the agreed format and in the final digital form. The advertising must conform to the design specifications on [www.flughafen-zuerich.ch](http://www.flughafen-zuerich.ch), [www.zurich-airport.com](http://www.zurich-airport.com) and [www.aeroport-de-zurich.com](http://www.aeroport-de-zurich.com) and may not exceed the dimensions of the booked advertising space.

The Customer's delivery deadlines are laid down in the Terms of Delivery.

The content of advertising may be changed retrospectively only by prior agreement with Flughafen Zürich AG. For reasons of traceability, this must be laid down in writing.

The Customer must ensure that any web pages to which a campaign refers (e.g. links) are accessible at the start of the campaign at the very latest.

The minimum booking volume is 70,000 ad impressions (AdImps), although the measurement method of Flughafen Zürich AG will be decisive in determining the AdImps.

**Prices and payment terms**

Unless agreed otherwise in writing, the payments due by the Customer shall be as per the relevant applicable price list at the time at which the order is issued. This is published on [www.flughafen-zuerich.ch](http://www.flughafen-zuerich.ch), [www.zurich-airport.com](http://www.zurich-airport.com) and [www.aeroport-de-zurich.com](http://www.aeroport-de-zurich.com).

Flughafen Zürich AG shall invoice the Customer for the costs of standard advertising at the start of the campaign. Payment is due within 30 days of receipt of the invoice. The Customer shall be considered in arrears the moment it misses a

payment deadline. Flughafen Zürich AG shall then be entitled to cease further provision of its services without prior notice or liability. The Customer may not make counterclaims against Flughafen Zürich AG to offset claims by Flughafen Zürich AG.

**Rescheduling**

Rescheduling must be agreed in writing and is only possible up until midday three working days before the initially agreed insertion date and subject to available capacities.

**Duration/termination****Duration of an agreement**

The start and end date of each agreement shall be laid out in the agreement or order confirmation.

**Ordinary termination**

Fixed-term agreements shall terminate automatically at the end of the agreed term. Where minimum contract periods are agreed, either Party may terminate the agreement in writing to the end of the minimum period with 30 days' notice. If the agreement is not terminated to the end of the minimum contract period, it shall be extended automatically and indefinitely and may be terminated in writing to the end of any month with 60 days' notice. The same shall apply to open-ended agreements without a minimum contract period.

**Extraordinary termination**

Flughafen Zürich AG reserves the right to terminate the agreement on substantial grounds.

**Confidentiality/data protection**

Both Parties, their employees and any commissioned assistants undertake not to divulge any data and/or information of the relevant other Party that comes to their attention as part of the fulfilment of the agreement both during the validity of the agreement and thereafter, to treat it as confidential and not to pass it on to third parties or use it for purposes other than those serving the fulfilment of the agreement. This duty of confidentiality shall not apply to information that is common knowledge or generally available or that becomes public knowledge without any action on the part of the recipient of such information.

The applicable data protection provisions must be observed.

**Other provisions**

Flughafen Zürich AG may commission third parties to provide its services. The place of performance shall be Kloten; the headquarters of Flughafen Zürich AG. Contractual changes or additions must be in written form in order to be valid.

Rights and obligations arising from the present contractual relationship may be neither handed over, transferred nor pledged to third parties without prior written agreement from the relevant other Contractual Party. Companies within a corporation shall not be deemed to constitute third parties.

In the event of discrepancies between the provisions of the agreement and the GTCs, the contractual document shall take precedence.

**Applicable law and place of jurisdiction**

Agreements between the Parties shall be subject to Swiss law. The exclusive place of jurisdiction is Zurich. Where legally permissible, the commercial court in Zurich shall be the responsible court.

**Payment terms**

All prices are subject to VAT at 8%. Invoices will be issued when a campaign is started. Payment is due within 30 days.