

General Terms of Conditions of esc interactive GmbH



v.2017.01

For the execution of an advertising order between esc interactive GmbH and an advertiser (hereinafter "Client"), exclusively the following general terms and conditions are applicable. The legal force of other general terms and conditions of the Client is explicitly excluded, even if esc interactive GmbH does not object to such legal force individually.

§ 1 Scope

Within the scope of marketing advertisements in or via online media, esc interactive GmbH facilitates or places advertisements in its online offers and offers of its partners as well as other advertising measures (e-mail, sms and WAP, etc.).

§ 2 Material

The Client shall be responsible for delivering the complete and correct information, data, files and other material necessary in due time and corresponding to contractual agreements and in such condition that it is suitable for the stipulated purpose, particularly the corresponding screen layout for the respective environment as well as manner and size stipulated. If not stipulated otherwise, graphics shall be provided in GIF or JPEG format. The respective destination addresses of the links (URL on internet, cross reference) shall be provided by the Client. JavaScript, forms and flash files shall be avoided, as, at some addressees, these elements - depending on security settings of their e-mail clients - may be suppressed and not depicted correctly. The material shall have been received by esc interactive GmbH two work days prior to the placement of the advertisement. Delivery may be carried out via e-mail.

§ 3 Release

esc interactive GmbH shall be entitled but not obliged to adapt and, to the extent necessary or advisable for an optimum solution, alter and revise the material provided by the Client, particularly as regards dimensions. The Client shall be obliged to examine the placed advertisement immediately after the first placement / release e-mail and to immediately notify esc interactive GmbH of any errors or mistakes. For the purpose of the acceptance, the Client shall be informed of the placement of a test site / test mail. Acceptances and complaints shall be made in writing after receipt of notice.

§ 4 Content of Online Offer

esc interactive GmbH shall not assume any liability for the submitted information as to up-to-dateness, completeness, or correctness. Damage claims against esc interactive GmbH which result from material or non-material damages caused by usage or non-usage of submitted information or the use of incorrect or incomplete information shall generally be excluded, provided that, on the side of the operator, there is no provably deliberate or gross negligent fault. All offers shall be subject to change and non-binding. Esc interactive GmbH explicitly reserves the right to alter, amend, delete, or temporarily or definitely refrain from publishing parts of the sites or the entire offer without explicit notice.

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§ 5 References and Links

In the case of direct or indirect references to third parties' websites ("hyperlinks") which are not included in esc interactive's scope of responsibility, esc interactive GmbH shall only be liable if they know of the contents of this website and if it is technically possible and reasonable for esc interactive GmbH to prevent the usage in case of illegal contents. esc interactive GmbH hereby explicitly declares that there were no noticeable illegal contents on the websites to be linked at the time the sites were linked. The operator has no influence on the current or future design, content or authorship of the linked or integrated websites. Thus, the operator hereby explicitly disassociates itself from any content of all linked or integrated sites which have been altered since the time of linking or integration. This statement shall be applicable for any links and references set within esc interactive GmbH's own internet offers, as well as for any entries of third parties in guest books, discussion forums and mailing lists provided by esc interactive GmbH. The provider of the website which is being referred to shall be solely liable for all and any illegal, incorrect or incomplete contents, and particularly for damage resulting from the usage or non-usage of such information provided; the party merely referring to such sites via links shall not be liable.

§ 6 Copy Right and Trademark Law

In all publications esc interactive GmbH shall strive to comply with the copy right of all used graphics, sound documents, video files and texts, and to use graphics, sound documents, video files and texts created by esc interactive GmbH itself or to resort to graphics, sound documents, video files and texts requiring no license. All and any brand labels and trademarks which are stated within esc interactive GmbH's internet offers and, if applicable, protected by third parties, shall, without limitation, be subject to the regulations of the respective applicable trademark law and the possessive right of the respective registered owner. Solely on the basis of a mere mentioning, it must not be concluded that the trademark is not protected by rights of third parties! The copy right for published objects created by esc interactive GmbH shall exclusively stay with the operator of the sites. The use or copying of such graphics, sound documents, video files and texts in other electronic or printed publications shall not be permitted unless explicitly permitted by esc interactive GmbH.

§ 7 Legal Responsibility

The Client shall bare the sole responsibility for the contents of advertising material and advertising spaces. The Client shall guarantee that by placing the advertisement, no rights of third parties are infringed. The Client shall release esc interactive GmbH from all and any claims of third parties arising out of any non-compliance with the aforementioned. The Client shall guarantee that the advertisement contents do not violate applicable law, legal and official restrictions or public morals. esc interactive GmbH shall be entitled but not obliged to examine the contents of the advertisements.

esc interactive GmbH shall be entitled to remove advertisements which violate the aforementioned regulations, and links which lead to contents that violate applicable law, legal and official restrictions or public morals from their offers. A previous written warning notice shall not be mandatory. esc interactive GmbH shall without delay notify the Client of such measures taken. The Client shall remain obliged to make the contractually stipulated payment, unless the Client provides evidence that esc interactive GmbH has wrongfully removed the advertisement from the offer. Further reaching damage claims or refund claims of the Client shall be excluded.

§ 8 Remuneration

Valid prices shall be listed in the latest price list. All amounts shall be added with the legal value added tax and are payable from the time of receipt of the invoice. In the case of services not being listed in the price list, these shall have to be stipulated separately. esc interactive GmbH reserves the right to adjust prices. If applicable, the Client shall be notified of a price adjustment in writing and four weeks prior to this price adjustment's entry into force.

§ 9 Warranty

In all advertising measures, esc interactive GmbH shall exclusively owe the due transmission of the advertisement but shall not be responsible for receipt or retrieval of addressee or notice. In the case of advertising measures of any kind not being placed at the time originally stipulated, or being placed incompletely or improperly, esc interactive GmbH shall be entitled and obliged to make up for such faults within a reasonable period of time. If two rectifications or improvements fail, the advertiser shall be entitled to reduction or repudiation of contract. Further rights or compensations, particularly damage claims, shall be excluded. Otherwise, esc interactive GmbH shall warrant for deficiencies according to applicable statutory provisions. No claims on the grounds of deficiencies which impair the outcome of a service only to a minor extent shall exist. Any deficiencies shall be claimed in writing without delay. esc interactive GmbH shall be entitled to rectification and improvement. Further claims of the advertiser shall only exist after two attempts to improve or rectify have failed, or if esc interactive GmbH refuses improvement or rectification.

§ 10 Disturbances on the side of esc interactive GmbH

In cases of disturbances for which esc interactive GmbH is responsible or for which esc interactive GmbH is responsible as a consequence, or if cases of force majeure prevent esc interactive GmbH from publishing advertisements at the stipulated time, esc interactive GmbH shall be entitled to publish these advertisements after such disturbances have ceased to exist, provided this is reasonable for the Client. Damage claims shall be excluded. Any complaints except obvious deficiencies shall be made within four weeks of receipt of invoice and document.

In the case of an advertisement being displayed partially or entirely illegible, incorrect or incomplete, the Client shall be entitled to reduce the payment for such advertisement or to demand the display of a faultless replacement of such advertisement, provided that esc interactive GmbH is responsible for the aforementioned deficiencies, and only to the extent to which the purpose of the advertisement was impaired. If esc interactive GmbH allows a reasonable time period set for this purpose to pass, the Client shall have the right to withdraw from the order.

§ 11 Data Privacy

If the internet offer permits the entry of personal or business data (e-mail-addresses, names, addresses), such surrender of the data by the user is made explicitly on a voluntary basis. The usage and payment of all services offered is - as far as technically possible and reasonable - also permitted without indicating such data or indicating data made anonymous or a pseudonym. The use of the published contact data in line with the imprint or comparable information such as postal addresses, telephone and fax numbers as well as e-mail addresses by third parties for the transmission of not explicitly requested information is not permitted. Legal measures against the forwarders of so-called spam mails in the case of violations of this prohibition are expressly reserved.

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. In case of activation of the IP anonymization, Google will truncate/anonymize the last octet of the IP address for Member States of the European Union as well as for other parties to the Agreement on the European Economic Area. Only in exceptional cases, the full IP address is sent to and shortened by Google servers in the USA. On behalf of the website provider Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage to the website provider. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser. However, please note that if you do this, you may not be able to use the full functionality of this website. Furthermore you can prevent Google's collection and use of data (cookies and IP address) by downloading and installing the browser plug-in available under (<http://tools.google.com/dlpage/gaoptout?hl=de>). You can refuse the use of Google Analytics by clicking on the following link. An opt-out cookie will be set on the computer, which prevents the future collection of your data when visiting this website: [Disable Google Analytics](#)

Further information concerning the terms and conditions of use and data privacy can be found at <http://www.google.com/analytics/terms/de.html> or at <https://www.google.de/intl/de/policies/>. Please note that on this website, Google Analytics code is supplemented by "gat._anonymizeIp();" to ensure an anonymized collection of IP addresses (so called IP-masking).

§ 12 Right of Withdrawal

You may withdraw from your contract within one month without the necessity to state reasons but subject to written form (e.g. mail, fax, e-mail). The term shall commence at receipt of this notice in writing, however, it must not commence prior to conclusion of the contract or prior to our fulfilling of our obligation to inform pursuant to Article 246 (2) in conjunction with Section 1 paragraph 1 and 2 EGBGB as well as our obligations pursuant to Section 312e paragraph 1 sentence 1 BGB in conjunction with Article 246 (3) EGBGB. The deadline for revocation is deemed met if the revocation is dispatched in good time. The revocation shall be sent to: Address.

§ 13 Consequences of Revocation

In the case of an effective revocation, the mutually received benefits shall be returned, and, if so, derived profits (e.g. interest) shall be returned. Should it be wholly or partially impossible to return our rendered services or only in a deteriorated condition, compensation shall be paid. This may lead to your obligation to fulfill contractual payment obligations for the period of time until the revocation; obligations to reimburse payments shall be fulfilled within 30 days. The period shall commence for you at dispatch of your revocation, for us at receipt of your revocation.

§ 14 Special Notes

Your right of withdrawal shall expire prematurely if the contract has been fulfilled entirely according to your explicit wishes prior to your exercising your right of withdrawal.

§ 15 Liabilities esc interactive GmbH

Damage claims on the grounds of pre-contractual or contractual breach of duty or unlawful action shall only exist in the cases of willful intent or gross negligence by esc interactive GmbH, its representative or vicarious agents, or violation of essential contractual duties. In the case of negligent breach of essential contractual duties, the liability shall be limited in scope to typical, foreseeable damage and the amount of the advertising rate. In the case of negligence, any claims for damages resulting from the impossibility of performance or delay shall be limited to the replacement of typical, foreseeable damage. In the case of gross negligence of a simple vicarious agent, the liability to companies is limited in scope to typical, foreseeable damage. This shall not apply in cases of breach of essential contractual duties. In cases of injury of life, body or health, esc interactive GmbH shall liable according to applicable statutory provisions.

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§ 16 Severability Clause

In the case of individual provisions of these terms and conditions being or becoming invalid, the validity of the remaining provisions shall not be affected. In such case, the parties to this contract shall agree upon a new provision which comes closest to the intended purpose of the original provision.

§ 17 Place of Jurisdiction

Legal relations between the Client and esc interactive GmbH shall solely be governed by the law of the Federal Republic of Germany. Place of performance and exclusive jurisdiction for both parties shall be Dusseldorf, Germany, registered office of esc interactive GmbH.