



General Terms and Conditions of Converto AG for Advertisers

(hereinafter "GTC")

Introduction

Converto AG (hereinafter "Converto") is a company in the field of digital advertising and operates services, software and inventory offers with which website operators (hereinafter "publishers") can market and monetize their digital advertising space. Converto enables providers of online goods and services (hereinafter referred to as "advertisers") or advertising or media agencies or other intermediaries (hereinafter referred to as "agency") to provide media services (hereinafter referred to as "delivery") via the advertising environment of the Publishers using advertising materials (banners, products, feeds, links, videos, etc.).

For the purposes of these terms and conditions and all contracts with the advertiser:

- Click: A click is a voluntarily and consciously executed call of a hyperlink by the advertiser, which leads to the call of the linked website of the advertiser.
- Hyperlink: A hyperlink is a reference to the advertiser's website provided by the advertiser for use by the publisher in the publisher's advertising environment.
- User: A user is any natural or legal person who calls up the publisher's advertising environment or the advertiser's website and performs a view and / or click.
- View: A view is a call made by the user to the publisher's advertising environment through which an advertiser's advertising material is displayed.
- Action: An action (also called conversion) is an action carried out by the user on the advertiser's website, which takes place after a view or click on an advertisement by the advertiser.

1. Conclusion of the contract

1.1. Converto is a Swiss company that operates both in Switzerland and abroad.

1.2. Converto offers the advertiser a portfolio of publishers who make their advertising environments available to the advertiser.

1.3. Converto can grant the advertiser access to a reporting and management platform, also known as the Advertiser Login Platform (ALP).

1.4. Advertisers can only be legal persons and natural persons with unlimited legal capacity. If an employee of a legal person concludes an advertising order as an advertiser, this must be authorized in writing by the legal person. The same applies if another third party (e.g. agency) concludes an advertising order on behalf of an advertiser.

1.5. Converto's offers and quotes are not binding. An advertising order is only concluded when Converto receives the acceptance (acceptance) of the offer from the advertiser or the agency by email or in another written form.

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1.6. The advertiser provides Converto hyperlinks, advertising material and product feeds which Converto may use in the publisher's advertising environment. The necessary material for performance reach campaigns (e.g. hyperlinks and advertising material) must be made available by the advertiser in the format requested by Converto no later than 3 working days before the confirmed delivery date at their own expense. The advertiser must provide the necessary material for feed-based advertising campaigns (e.g. product feed) in the format requested by Converto no later than 30 working days before the confirmed delivery date at their own expense. The necessary material for cross-media campaigns (e.g. hyperlinks and advertising material) must be made available by the advertiser in the format requested by Converto no later than 30 working days before the confirmed delivery date at their own expense. Converto is entitled to use the advertiser's advertising material, product feeds and templates and their names and brands of the goods or services advertised via Converto as a reference within the framework of its own acquisition.

1.7. The Advertiser is solely responsible for the flawless technical quality, correctness and legal conformity of the content of the delivered advertising material (advertising banners, product feeds, etc.) as well as the goods or services advertised in the advertised domestic and / or foreign markets. Converto is not obliged to check the advertising material and information supplied by the advertiser and the goods or services advertised with them.

1.8. All advertising material and product feeds supplied by the advertiser must be saved on a server with a valid SSL certificate. Only Converto SSL-enabled advertising material will be accepted.

1.9. Converto can reject delivered advertising material and product feeds because of their origin, content, form or technical quality. Depictions of violence, sexually explicit or pornographic content or discriminatory statements or representations with regard to race, gender, religion, nationality, disability, sexual orientation or age are not permitted on the advertiser's website and / or on the advertising material of Converto and / or the advertiser.

1.10. If Converto produces advertising material for the advertiser or provides Converto advertising material, all rights arising therefrom, in particular copyrights, remain with Converto. Exceptions must be approved in writing by Converto.

2. Right to determine performance / scope and provision of services

2.1. Converto is entitled, but not obliged, to continuously develop its technology and the Advertiser Login Platform (ALP) at its own discretion.

2.2. Converto is also entitled to transfer its own service provision or parts thereof to third-party service providers or vicarious agents for independent execution. The use of subcontractors as additional processors is also permitted without the advertiser's written consent.

2.3. When banners or products are displayed or when websites are visited, anonymous data is collected via cookies, databases, fingerprinting or similar. used. This anonymous information is stored and used for a maximum of 360 days, for example for frequency capping and / or behavioral targeting / retargeting / prospecting / situation targeting / cross-media targeting in order to increase campaign efficiency. Converto only saves user-related data anonymously.

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2.4. Converto undertakes not to use campaign or customer-related data for any other purpose than for follow-up campaigns from the same customer, but explicitly reserves the right to use its own cookies, databases, fingerprinting or similar whenever cookies, databases, fingerprinting or the like are set increase the quality of the Converto network.

3. Compensation requirements

3.1. For setting up a campaign, Converto charges the advertiser a one-time set-up fee to be agreed separately, which is due when the contract is concluded.

3.2. Converto enables the advertiser to run Pay-Per-Mille campaigns. Billing takes place per 1,000 (one thousand) views of the relevant advertising banners). A claim to remuneration arises according to the conditions of the respective campaign for generated valid views within the meaning of these terms and conditions. Converto's net remuneration is determined by the publisher's net remuneration component. Converto is entitled, but not obliged, to offer other billing models such as Pay-Per-Click and Pay-Per-Action to selected advertisers.

3.3. Not valid and do not give a billing claim:

- Clicks and views that are automatically generated by technical devices (e.g. click generators) and that are initiated by force or deception
- Repeated or in a short time consecutive clicks and views of the same user - e.g. also clicks on different hyperlinks
- Clicks and views for which the user receives remuneration from the publisher

3.4. For the measurement of the services provided by Converto, only the technology used by Converto is decisive, unless otherwise expressly agreed in writing. Converto reserves the right to check the validity and billing of clicks, views and actions in accordance with the provisions of these GTC.

3.5. For special services, such as importing and updating product feeds, producing advertising material, developing smart themes, etc., Converto charges the advertiser a fee to be agreed separately.

3.6. For access to and use of the Advertising Login Platform (ALP), Converto charges the advertiser a fee to be agreed separately, also known as a monthly access fee.

4. Payment method

4.1. Converto invoices can be issued electronically and are due for payment 30 days after receipt of the invoice. The advertiser is not entitled to deduct discounts. In the event of default in payment, Converto reserves the right to claim both reminder fees and default interest and to stop the respective campaigns.

4.2. Converto invoices services after delivery has taken place. Converto reserves the right to invoice deliveries that exceed one or more end of the month on a pro rata basis at the end of the month.

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4.3. The advertiser is only entitled to offset, withhold or reduce, even if counterclaims or notices of defects are asserted, if the counterclaims are undisputed or have been legally established. However, the Advertiser is also entitled to withhold due to counterclaims from the same contractual relationship.

5. Advertiser's Obligations

5.1. The Advertiser undertakes to correctly and completely incorporate the Converto tracking codes so that the tracking functions properly.

5.2. If the Advertiser agrees to make his feeds (e.g. product feeds) available to Converto, he undertakes to make the feeds available to Converto in a suitable form so that Converto can download the feeds file. He also assures that all mandatory fields are completely included and filled and that the legal regulations on the subject of product information and advertising are complied with. The update cycle is agreed between Converto and the advertiser.

5.3. Converto is entitled to temporarily suspend or stop a campaign if the advertiser does not meet his obligations under these terms and conditions.

5.4. The Advertiser undertakes to pay Converto a contractual penalty in the amount of CHF 5,000 for each case of contravention of the provisions of these General Terms and Conditions, in particular those under Section 5 of these General Terms and Conditions.

5.5. The advertiser's obligations set out in Section 5 of the General Terms and Conditions are also assumed by the advertiser with effect in favor of the respective Converto publishers (so-called contract in favor of third parties).

5.6. The Advertiser agrees that Converto can reimburse agencies directly for services specifically agreed between Converto and the agencies, which at Converto lead to a reduction in expenses or risk minimization.

6. Termination of Contract

6.1. In individual, justified cases, Converto can, at its own discretion, grant the advertiser the option of withdrawal up to 10 calendar days before the start of delivery. In any case, a request for withdrawal must be sent to Converto in writing by email. The withdrawal is only effective if and as soon as Converto has given its express consent in writing or by email. Within the last 10 calendar days before the start of delivery, the advertiser can only withdraw against a percentage compensation (contractual penalty) based on the net media value of the respective advertising order:

- between 10 and 4 calendar days: 50%
- less than 4 calendar days and after the start: 100%

Additional services such as setups, Smart Theme programming, etc. will only be charged if the service has already been provided or has not been canceled at least three working days before the scheduled date.

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6.2. Converto can immediately withdraw from legally binding advertising orders if, for Converto or for the publishers, changes to the content of the websites or their suspension that are not foreseeable and / or not justifiable occur, in particular as a result of judgments and measures by courts and supervisory authorities and in others that Execution of orders that make impossible or unreasonable. Converto can then withdraw up to 10 days before the start of delivery if there is a competitive constellation between the advertiser and a partner of a publisher. In these cases, any claims by the advertiser are excluded.

6.3. The parties reserve the right to extraordinary termination for an important reason. An important reason exists in particular if there is a breach of essential contractual obligations, in particular the obligations of the advertiser in accordance with Section 5 of these GTC.

6.4. If the contract is terminated, any access to the Advertiser Login Platform (ALP) will be deactivated.

7. Converto's legal relationship with publishers & agencies

7.1. The contracts for the provision of services to support the advertiser in the online sale of goods and services are concluded exclusively between Converto and the advertiser.

7.2. Converto's publishers have committed themselves to Converto or to its monetization platform (e.g. sell-side platforms), also with effect in favor of the advertiser:

- a. to design and present their advertising environment in such a way that only valid views and valid clicks are generated on the advertiser's website by users;
- b. not to change the ad code made available by Converto and to use the made available advertising material exclusively in the advertising environment of the registered publisher approved by Converto;
- c. to design their advertising environment in such a way that no rights of third parties, including copyright, are violated, either in Switzerland or abroad, and that applicable law, in particular data protection, is not violated;
- d. to design their advertising environment in accordance with the statutory provisions on consumer protection applicable in the advertised markets;
- e. not to make any depictions of violence, sexually explicit or pornographic content or discriminatory statements or depictions with regard to race, gender, religion, nationality, disability, sexual inclinations or age in their advertising environment;

7.3. Insofar as Converto publishers fail to meet these obligations towards the Advertiser, the Advertiser is entitled and obliged to assert all resulting claims, in particular claims for information, injunctive relief and claims for damages, directly against the Publisher, clearly hopeless due to the publisher's lack of assets. The Advertiser can also declare the ordinary termination with a notice period of five (5) working days to the end of a calendar week to the Publisher for Converto.

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7.4. Agencies assure Converto that the discounts granted to them will be used lawfully and in accordance with the contract, including that the granting and payment of the discounts will not lead to a breach of law or contract by the agency. The agency further assures Converto that it will inform its customers in advance, completely and transparently about the discounts and reimbursements granted to it and that all rebates will be reimbursed to its customers, insofar as the contractual customer relationship provides for this.

8. Limitation of liability and exemption from liability in the event of a breach of contract

8.1. Defects and malfunctions must be reported to Converto immediately, but no later than two (2) weeks after becoming aware of them, in writing or by email.

8.2. Converto assumes no liability, neither with regard to access to the Advertising Login Platform (ALP) nor with regard to the availability, completeness and correctness of the data and information displayed on it.

8.3. Converto's liability is limited to gross negligence and intent. Converto excludes any liability for auxiliary persons as well as for indirect damage. If Converto is liable, this is also limited to a maximum amount of CHF 5,000 per claim.

8.4. The Advertiser indemnifies Converto and its partners (publishers, tech providers, data providers, etc.) from all claims for damages, liability claims, warnings, cease and desist statements from third parties and other claims as well as from all associated costs and expenses caused by causal behavior (including Failure) by the advertiser. This applies in particular to a violation of copyrights, trademarks, competition and data protection rights or the rights of third parties.

9. Confidentiality

9.1. The parties undertake to keep all operational and other business information and findings of the other contracting party made available to them in connection with this contract, which are designated as confidential or are recognizable as business or trade secrets of a party under other circumstances, for an unlimited period beyond the end of the contract and - unless necessary to achieve the purpose of the contract - neither record nor pass them on or otherwise exploit them.

9.2. The parties shall ensure by means of suitable contractual agreements with the employees and agents working for them that they, too, will refrain from any personal use or unauthorized recording of such confidential information as well as business and trade secrets for an unlimited period of time. Each contracting party is obliged to consult with the other contracting party if there are any doubts as to whether or not information is to be treated as confidential in a specific individual case. In case of doubt, information is to be treated as confidential.

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10. Subject to change

10.1. Converto can change the terms and conditions at any time.

10.2. If Converto intends to change the terms and conditions, Converto will inform the advertiser of this. If the Advertiser does not object in due form or in due time, the amended GTC will come into force two (2) calendar weeks after the notification has been sent at the beginning of the following calendar week and replace the GTC in the previous version. The objection is only in the correct form and in due time if it is made in writing and received by Converto within two weeks of the notification being sent. Converto will inform the advertiser of the possibility of objection, its form and deadline and the legal consequences of an objection that is not made in a formal or timely manner.

11. Scope

11.1. Deliveries, services, offers and contracts between Converto and the advertiser are always based on these terms and conditions (in the currently valid version). Conflicting terms and conditions of the Advertiser are therefore ineffective, unless their validity has been expressly agreed in writing between Converto and the Advertiser. Any counter-confirmations by the advertiser with reference to its terms and conditions are hereby rejected.

11.2. Unless otherwise agreed between Converto and the Advertiser, ancillary agreements, changes or additions must be made in writing in order to be effective. A waiver of this written form requirement must also be made in writing to be effective.

11.3. Converto employees are not entitled to make changes to these terms and conditions.

12. Data protection

12.1. For detailed information about our data protection, please read our data protection declaration: [https:// converto.com/en/data-privacy/](https://converto.com/en/data-privacy/)

13. Place of jurisdiction, choice of law and severability clause

13.1. Zurich (Switzerland) is the exclusive place of jurisdiction for all disputes arising from these terms and conditions and all individual contracts based on them, including action for bills of exchange and checks.

13.2. Swiss law applies, excluding the provisions of international private law and the uniform UN sales law.

13.3. Should one or more provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. In place of the ineffective provisions, an appropriate provision should come in closest to what the contracting parties wanted.

Zurich, December 2025, Converto AG