Appendix to the General Terms and Conditions APG|SGA easy

∴ APG|SGA

Together with the General Terms and Conditions (GTC) this appendix governs the legal relationship between the customer and APG|SGA AG when concluding an online contract. The customer shall be responsible for reviewing the valid GTC edition and the appendix to the GTC before signing a contract with APG|SGA. The German original takes precedence over this English translation. Provisions that differ from those set forth herein shall be binding only if agreed in writing by both parties.

1.   Contracting parties

2.   Area of validity/scope of contract

3.   Conclusion of contract
3.3   Online contracts are contracts concluded via the online platform (APG|SGA easy). They come into effect when the customer submits the order. No additional confirmation from APG|SGA is required.
3.3.1   In order to be able to conclude contracts via APG|SGA easy, the customer/the customer's employees must be personally authorized to do so. The user ID is the relevant e-mail address and a password is used for authentication. The customer/the customer's employees may request authorization independently in accordance with APG|SGA's guidelines.
3.3.2   APG|SGA reserves the right to refuse authorization to the customer or to one or all of its employees.
3.3.3   The customer is obligated to ensure that passwords are set with due care and changed regularly. He/she is responsible for the careful safekeeping of his password. Disclosure of the password or use of APG|SGA easy by third parties outside of the customer's business operations or by persons having left the business shall be deemed to be misuse. In the event of misuse APG|SGA shall be entitled to withdraw the password or passwords provided to the customer and his/her users with immediate effect.
3.3.4   If a password becomes known to a third party, or if the customer becomes aware of misuse by third parties, the customer is obligated to report the facts of the case to APG|SGA immediately, including the relevant user ID. APG|SGA shall confirm receipt of this report in writing and withdraw authorization for the relevant user ID within two working days.
3.3.5   If a third party becomes aware of customer passwords, the customer shall be liable in full for any orders placed by the third party up until the point where APG|SGA withdraws the relevant authorization, irrespective of the way in

which the password information was obtained.
3.4   The customer consents to the data provided at the time of registration being stored and used for APG|SGA easy's business operations. APG|SGA will treat the data in conformity with the provisions of the Swiss Data Protection Act.

4.   Rates/charges
4.5   Print orders placed via APG|SGA easy are not included in the sales price. They will be invoiced to the customer directly by the printing house.

5.   Terms of payment

6.   Payment default/non-fulfilment of the contract by the customer

7.   Content/design of advertising matter

8.   Period of billposting

9.   Delivery of advertising media

10.   Format/quality of advertising media
10.2   When a customer orders the printing of advertising media from APG|SGA via APG|SGA easy, he will be deemed to have given "ready for press" authorization and thus approval of the artwork with the electronic submission of the contract.

11.   Improper performance/non-performance on the part of APG|SGA

12.   Withdrawal from the contract
12.4   APG|SGA may withdraw from a contract concluded online pursuant to item 3.3 within two working days of contract conclusion without any cost implication and without giving reasons. APG|SGA shall notify the customer of its withdrawal in writing.

13.   Inspection/maintenance of advertising media

14.   Liability/warranty
14.4   APG|SGA cannot guarantee uninterrupted and constant availability of APG|SGA easy, as this service is based partially on IT systems the operation of which falls outside of APG|SGA's sphere of responsibility (telecommunications networks, etc.). APG|SGA shall not be liable for any loss of data occurring during data transfer.
To the extent covered by its sphere of responsibility, APG|SGA shall endeavour to maintain stable operation of the IT systems

(servers, etc.) used for its data processing and billboard placement operations. Should malfunctions occur nonetheless, APG|SGA shall endeavour to rectify or at least minimize such malfunctions as quickly as possible.
If, despite these efforts, the customer incurs direct or indirect damages as a result of malfunctions or similar events, APG|SGA shall be excluded from all liability in this regard.

15.   Legal succession/transfer of contract

16.   Consultant commission

17.   General contractor agencies (GC)

18.   Political advertising media

19.   Confidentiality/privacy

20.   Correspondence/archiving
20.6   APG|SGA easy does not perform any document administration functions.

21.   Applicable law and place of jurisdiction

22.   Final provisions