

# GENERAL TERMS AND CONDITIONS (GTC) DIGITAL SIGNAGE

## 1. Definitions and scope of application

**MAXFIVE** refers to MAXFIVE GmbH (company reg. no. 373082a), registered office: Industriezentrum NOE-SUED, Strasse 3, Objekt 16, 2355 Wiener Neudorf

In the meaning of these GTC, **customer** can refer to a consumer or a business.

In these GTC, **digital signage** refers to the digital display of advertising content or general customer-specific information (e.g. information for employees, etc.).

A **screen system** required for digital signage usually comprises a playback device (mini PC) and digital display as well as accessories. The content programmed by MAXFIVE for display is transferred to the mini PC, which then displays the content on one or more connected digital screens.

**Content** means advertisements and/or general customer-specific information in the form of stills or moving images, which may be accompanied by backing sound. However, content can also consist of (dynamic, location-based) data, e.g. weather details, news, etc., obtained from third parties.

MAXFIVE provides a wide range of services connected with digital signage which are covered by these GTC. All business relationships related to digital signage are subject exclusively to these GTC, which conclusively regulate the legal relationship between the contractual partners, regardless of any references to terms and conditions of the customer that conflict with these GTC; such terms and conditions have no legal force.

If these GTC conflict with provisions of a particular offer, the latter will take precedence.

## 2. Order placement

Offers, including information in brochures and catalogues and on the MAXFIVE website, are non-binding unless otherwise stated in the offer. Quotations are non-binding and a fee is payable for quotations unless otherwise stated.

The contract is concluded upon written confirmation of the order by MAXFIVE or at the latest when the customer accepts the services and/or works concerned. Verbal confirmations do not replace written confirmations. Ancillary agreements and amendments to the contract must be made in writing.

## 3. Scope of services

### 3.1. Procurement of hardware and other components

Customers can procure all of the components required for digital signage (screen systems) from or through MAXFIVE.

All deliveries (purchases or rentals) are ex works or ex warehouse from the warehouse of MAXFIVE or the relevant manufacturer or subcontractor. Use and risks are transferred to the customer upon dispatch of the delivery. This applies if the items are delivered by MAXFIVE itself or by a carrier, and if the delivered items are assembled, installed and set up or similar services are performed at the customer's premises by MAXFIVE. If the customer purchases the goods, title does not pass to the customer until the purchase price has been paid in full.

Regarding the rental of hardware components, the customer is obliged to handle the rented items with care and use them solely for their intended purpose. The customer bears the full risk of damage or loss of the items provided for the duration of the contractual relationship. The customer is obliged to return all of the rented hardware components to MAXFIVE on the working day after the end of the contractual relationship in the state in which they were received (taking into account usual wear and tear). If the customer defaults on its obligation to return the items, MAXFIVE is entitled to charge the usage fee plus a pro rata 50% surcharge for each day of default, without prejudice to any additional claims.

### 3.2. Obligations of MAXFIVE

In accordance with the order, MAXFIVE is obliged to arrange for the screen system, including the operating system and digital signage software, to be assembled, installed, configured and put into operation, and (unless otherwise agreed) to prepare the advertising content provided by the customer, or by MAXFIVE on behalf of the customer, for the customer's screen systems using appropriate technology and to display the content for the customer (digital signage). MAXFIVE assumes no liability for operability, specific quality levels or the breakdown of the transmission channel or transmission cables, nor is it obliged to provide support with regard to such matters.

Customers can contact MAXFIVE with technical or content-related queries from Monday to Friday during business hours (Monday-Thursday, 8am-5pm; Friday, 8am-4pm). MAXFIVE will rectify any problems covered by the scope of services within the period agreed with the customer in the offer. MAXFIVE assumes no liability if the agreed deadline is exceeded due to reasons beyond its control (e.g. supply constraints for replacement parts, etc.). Unless otherwise agreed in writing, MAXFIVE will charge an appropriate fee for such support.

For the duration of the contract, MAXFIVE provides the software required to display the content on the customer's screen systems in accordance with the contract. The customer does not acquire the exclusive right to use the software for the purpose of the business relationship with MAXFIVE; the customer is entitled to make the requisite number of copies of the software in order to install it on the screen systems covered by the offer (unless this is done by MAXFIVE), and to load and run the software. Other use of the software requires the express permission of MAXFIVE.

### 3.3. Obligations of the customer

The customer must, at its own expense, provide premises, as well as the necessary installations such as internet, network and electricity connections, and ensure the necessary activations so that the screen system can be connected to the media server.

If the customer provides the screen systems, the customer bears responsibility for these systems, in particular their operability and compatibility for the display of content by MAXFIVE. Therefore, the customer guarantees, at its own expense, the availability of a technically compatible screen system and (unless otherwise agreed) its installation, configuration, and the provision of technical support and maintenance for the reception and display of content at all locations to be supplied with such content. MAXFIVE does not assume any liability whatsoever in this respect. In such cases, the customer must provide MAXFIVE with all of the data on existing and future screen systems for the purpose of the screen system's integration into MAXFIVE's content management system, in particular the pairing code of the playback devices.

If the customer imports the content into MAXFIVE's content management system, the customer is obliged to precisely fulfil MAXFIVE's technical specifications for the import, and to refrain from any improper and/or unlawful use. The customer undertakes to respect all (commercial) property rights of third parties and to indemnify and hold harmless MAXFIVE. Furthermore, the customer is obliged to check all data imported into the content management system for viruses in advance, and to use anti-virus programs that correspond to the current state of the art. The customer bears the sole risk for the proper display of content on its screen systems. In addition, the customer is liable to MAXFIVE for any damages suffered by the latter due to the breakdown of the content management system, including damages caused by slight negligence on the part of the customer (the customer is also liable for third-party claims enforced as a result of the breakdown of the content management system).

#### 4. Content

##### 4.1. Content supplied by the customer

The customer must deliver the complete and finished content to MAXFIVE free of charge, in accordance with the technical specifications below, for instance by means of a file-sharing platform. At the same time, the customer must specify the duration for which the screen systems will display the content, and the sequence in which the content is to be displayed. In the case of multiple screen systems displaying different content, the customer must specify which content is to be displayed on which systems. If such information is not provided, MAXFIVE will request the information from the customer. If the customer has not provided the necessary information, MAXFIVE is entitled to suspend the display, or to display content on the customer's screen systems at MAXFIVE's own discretion.

The customer is liable to MAXFIVE for the content and its design. The customer declares that it holds all rights required for producing, processing and broadcasting the content (in particular copyrights, trademarks, design and patent rights) and that it has obtained the consent of the originator in question to use works subject to copyright protection for advertising purposes. This also applies to the technical processes required for broadcasting the content (in particular reproducing and saving). MAXFIVE has

no obligation to check the content or to clarify the legality of the processing. If claims are made against MAXFIVE by third parties in connection with the client's content, MAXFIVE may disclose the customer's name. The customer will indemnify and hold harmless MAXFIVE for all detriment which MAXFIVE incurs as a result of processing the content for the customer, particularly with respect to claims for breaches of copyrights, trademark, design and patent rights, the *Bundesgesetz gegen den unlauteren Wettbewerb* (Austrian Unfair Competition Act), and/or personality rights.

The customer grants MAXFIVE all of the content-related rights of use required for performance of the contract, in particular but not limited to reproduction, provision and broadcasting rights, as well as public transmission rights, including the processing required for performance of the contract (e.g. cropping to fit the display format).

The customer is also responsible for ensuring the technical suitability of the material. MAXFIVE is not obliged to check whether the material is suitable to ensure a technically flawless broadcast. MAXFIVE will also check the technical quality of the content and may optimise it where necessary. If such quality does not meet the agreed and usual standards, MAXFIVE is entitled to decline to import the content. The customer will be informed of such a decision immediately.

Content must meet the following specifications before it can be processed by MAXFIVE:

<p>Video files</p> <p>Container: MP4</p> <p>Codec: H.264</p> <p>Aspect ratio: 16:9</p> <p>Resolution: 1920x1080px, 72 ppi</p> <p>Field order: progressive</p> <p>Bit rate: max. 8 Mbit</p>	<p>Image files</p> <p>Format: JPG or PNG</p> <p>Aspect ratio: 16:9</p> <p>Resolution: 1920x1080px, 72 ppi</p>
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MAXFIVE does not assume any liability for the transmission of content. Furthermore, MAXFIVE assumes no liability for any errors which occur during data transmission. The condition of the material at the time it is received by MAXFIVE is decisive in determining whether MAXFIVE has performed services in accordance with the contract. The customer is responsible for ensuring that back-up copies of the content are made. MAXFIVE is not liable for the loss of the content.

MAXFIVE is entitled to refuse to broadcast content in whole or in part on significant grounds. Such grounds include the aforementioned legal and/or technical grounds, or similar circumstances. MAXFIVE is obliged to inform the customer of such grounds in advance.

MAXFIVE bears no liability for breakdowns in the display of content on screen systems due to technical problems, force majeure or other circumstances for which MAXFIVE is not responsible. If the reason for any breakdown in the display of content on screen systems is attributable to MAXFIVE (e.g.

breakdown of the content management system or the server), MAXFIVE will arrange the rectification of the breakdown immediately. The customer is not entitled to enforce claims in relation to short-term disruptions or breakdowns (i.e. lasting a maximum of two days).

Regarding content transmitted by the customer, MAXFIVE will import such content into its content management system and make the content available during normal business hours, so that it can be displayed on the customer's screen systems within 48 hours of receipt.

#### 4.2. Content provided by MAXFIVE

The scope of the content to be produced is determined in the confirmed order, or in the course of regular briefings including any records of such briefings. When fulfilling the order, MAXFIVE will have appropriate artistic freedom within the scope of services discussed with the customer. If the customer provides elements of the content to be produced, point 4.1 above applies by analogy. MAXFIVE assumes no liability and provides no guarantees for content received from third parties. Content produced by MAXFIVE must meet the specifications listed in point 4.1 above. Content must be checked by the customer and, if acceptable, approved within three working days of receipt by the customer. If no declaration is made to the contrary within this period, the content is deemed to have been approved by the customer.

The customer is entitled to use content developed by MAXFIVE and display it using IT systems in accordance with the following conditions. This applies irrespective of whether the content developed or parts thereof are subject to specific legal protection (in particular under the *Urheberrechtsgesetz* [Austrian Copyright Act]). If MAXFIVE presents content, parts thereof or similar which are then not accepted by the customer, the customer must refrain from using the content or any parts thereof. The second sentence of this paragraph applies by analogy. In such cases, MAXFIVE may use the ideas and concepts it has developed in other ways as it wishes.

Upon payment for content produced by MAXFIVE, the customer acquires all of MAXFIVE's rights to the content, as required for a single broadcast cycle (but for a maximum of 12 months) for the digital signage, unless otherwise agreed in writing. Unless otherwise explicitly agreed, the customer must ensure that it has the approvals required for the broadcast (granting of rights) which go beyond the permission for use given by MAXFIVE. This applies in particular to any licence agreements to be concluded with copyright collection societies (see also point 5. below)

On request and for a separate fee, the customer will be granted a user's licence for any use that goes beyond the use described above.

#### 5. Remuneration and payment arrangements

The price for services rendered by MAXFIVE is based on the accepted order. All prices are net, and do not include taxes, duties and fees. If the VAT reverse charge mechanism applies, the service recipient

is obliged to ensure the proper assessment and deduction of VAT in accordance with the relevant legal requirements.

Invoices for services rendered fall due upon submission and are payable in full within 14 days. The customer must bear any bank and transfer fees.

In the event of delayed payment, it is agreed that interest will accrue on the outstanding amount at the rate stipulated by law for business transactions. The client must also pay compensation for all costs of reminders, debt collection, tax and duty collection, obtaining information and legal representation in such cases. Incoming payments will first be used to pay costs, then interest and fees, and finally offset against the amount payable.

In case of a payment delay, MAXFIVE may refuse to broadcast content, suspend work in progress and make future broadcasts or work conditional on the payment of outstanding amounts as well as charges for future broadcasts. If there are reasonable doubts about the customer's solvency, MAXFIVE is entitled to make the fulfilment of broadcast orders conditional on advance payment.

All other costs associated with broadcasts/playback of content on the customer's screen systems, such as taxes, fees and duties, in particular duties and/or fees payable to copyright collection societies (in particular with regard to the rights of copyright holders [e.g. composers and writers] and producers of recording media in the case of public transmission), must be negotiated separately and paid by the customer. This also applies to pro rata streaming costs arising from transmission to the customer.

#### 6. Term, liability and concluding provisions

Contracts concluded for indefinite periods can be terminated with effect from 30 June or 31 December of a given year by giving three months' notice in writing.

MAXFIVE is only liable to the customer for the intentional or grossly negligent conduct of its legal representatives and/or vicarious agents. In case of slight negligence, MAXFIVE is only liable for personal injury. This liability is limited to the value of the respective order. Liability for consequential damage, pecuniary loss, lost profits, a certain amount of revenue, data loss or third-party damages is excluded.

MAXFIVE only warrants for characteristics explicitly confirmed in writing; otherwise MAXFIVE does not assume liability for any physical deficiencies, nor for a certain amount of revenue, meaning that claims for damages and contestation are also excluded.

MAXFIVE and the customer, and their respective employees, undertake to comply with applicable data protection provisions, including implementation of relevant security measures in accordance with data protection law.

The place of fulfilment and jurisdiction is Vienna. Austrian law applies, excluding the provisions of the *Bundesgesetz über das internationale Privatrecht* (Austrian Private International Law Act) and the UN Convention on Contracts for the International Sale of Goods.

The REWE Group has drawn up a Code of Conduct for business partners, which is available in German at <https://rewe-group.com/de/supplier-code-of-conduct> and in English at <https://rewe-group.com/en/supplier-code-of-conduct>. As a business partner of the REWE Group, the customer (unless it is a consumer) undertakes to comply with this Code of Conduct and to ensure that these principles are also communicated to and observed by all its bodies and employees. The customer also undertakes to address the principles of the REWE Code of Conduct and the resulting obligations towards its suppliers in an appropriate manner. The principles of the Code of Conduct that were available under the aforementioned links at the time the respective order was concluded shall apply, whereby the customer shall be free to refer to a more recent version at any time.

If a provision of these GTC is ineffective, the remaining provisions will continue to apply. Ineffective or unenforceable provisions will be replaced by new provisions which achieve the purpose of the ineffective or unenforceable provisions in a manner permitted by law. The same applies to loopholes. MAXFIVE and the customer will endeavour to close the loophole by means of a provision which approximates most closely to the provision they would have agreed, in accordance with the essence and purpose of the order, if the point in question had been considered.

These GTC apply until they are revoked by MAXFIVE. MAXFIVE reserves the right to amend these GTC at any time. The GTC applicable at the time of a particular broadcast will govern orders that have been placed but not (fully) executed at the time of amendment.