

## General terms and conditions of business for online booking

Valid from 15 February 2015

These general terms and conditions of business (GTCBs) are applicable to Clear Channel Schweiz AG, hereinafter referred to as CC. They govern the contractual relationships between the person or body mandating the advertising (customer) and CC for outdoor advertising mandates where bills are posted outside for one or two weeks or for several such billposting periods. They are an integral part of the leasing contract for advertising surfaces from CC. In the event of any dispute, the German version is definitive.

### 1. Contractual partner

The contractual partner of CC is the customer, even if an agency operates on his behalf and his account. Should the contract be concluded by an agency, this agency is responsible for the performance of the contract.

### 2. Order process, form and conclusion of the contract

To be able to place orders online, the customer must create a user account on the website of CC and provide a certain amount of information relating to the customer's professional identity. The customer acknowledges that the website is exclusively for professionals and declares to be acting for the purposes of its professional activity. Once the account has been created, the customer may, at any time, access the "My account" section from the website homepage to check order history or to update the information provided.

To order directly on the website the customer follows the different steps proposed until confirmation of the order.

The contract, including all ancillary agreements, is considered as binding and these GTCBs as having been accepted in full by the customer if the customer and/or the authorised agent does not reject the contract in writing within 14 days of the date of issue of the order confirmation from CC. Quotations by CC are subject to change at any point.

CC reserves the right to withdraw from the mandate without stating a reason or to make execution dependent on advance payment, even in the case of mandates already confirmed. In particular, CC can withdraw either partially or wholly from signed contracts should the completion of the mandate not be possible due to legal or regulatory reasons or ones related to structural engineering/technology or permits, or should the owner of the advertising surfaces not accept the placard. In addition to other contractually agreed reasons for termination, CC reserves the right to withdraw from the contract if the customer fails to fulfil his contractual obligations or if, in the opinion of CC, the advertisement is defective in terms of subject or legal aspects. In such an event, the customer is not in a position to make any claims against CC and he is obliged to reimburse in full any costs which have been incurred up until the withdrawal.

Illustrations, measurements or any other technical data are only binding insofar as this has been specifically agreed in writing.

### 3. Content of the contract

The contract contains the following points: the name of the customer, the site list, the commencement date and duration of the mandate, subject of the advertisement, billposting price, rates and additional services.

### 4. Billposting price, additional services and costs

The billposting price is based on the valid price lists and sales documentation of CC. All prices are quoted in Swiss francs. Value-added tax (VAT) is added to the price. The following costs are charged in addition to the valid billposting price: any stamp duty; cantonal fees; police permits; postage; transport costs; customs fees for posters received from abroad; fees for covering the posters after the end of the billposting period, if stipulated; costs for additional work and for assembling multi-part posters; gluing of strips, covering parts of posters and exchanging advertising boards, etc.; additional costs caused by late delivery of posters; installation and dismantling of special boards; maintenance costs, etc.; all plus VAT.

### 5. Validity of prices, price lists or confirmation of mandates

Prices can be changed at any time. Any public charges or taxes for advertising displays during the contractual period will be borne by the customer.

### 6. Changes in orders or deliveries

CC reserves the right to bring forward or postpone the beginning of the billposting period by up to one week for technical reasons. Poster sites that are permanently or temporarily unusable or unavailable for other reasons will be replaced by suitable alternative sites without consulting the customer in advance. Should no replacement sites be available, the customer will receive a credit note for the relevant amount. The customer cannot derive any rights to damages or the suspension of the mandate on the grounds of the changes mentioned in this clause. CC reserves the right to leave the posters on the boards past the end of the billposting period.

### 7. Extraordinary change of subject

A change of subject on the fixed change dates is included in the billposting price. Additional changes of subject within the billposting period are executed if possible and charged according to the time required to implement these changes.

### 8. Poster formats, poster volumes and paper quality

CC accepts all standard Swiss formats as well as other formats, provided that the required boards are available. The customer must deliver the number of posters required to completely fill all the sites that were ordered, plus replacement posters equalling at least 20% of the ordered volume for replacing defective posters or for re-siting any posters as required (exceptions in accordance with the order confirmation). If the replacement volume is not sufficient, the customer must deliver the required number of extra posters on the request of CC, unless he decides not to replace the posters in question. The customer cannot demand payment of damages for missing or defective posters. CC's specifications (see clearchannel.ch) apply as far as paper quality is concerned. Fluorescent, gold, silver and other metallic colours are prohibited under federal rules. In some cantons posters containing only black and white print are not allowed. CC does not accept any liability for billposting defects that are related to bad-quality printing materials and/or printing.

### 9. Poster delivery

The posters (including replacement volume) must be delivered, postage paid, to the delivery address provided in the order confirmation at the latest 14 days before the beginning of the billposting period. The customer is liable for any consequences of late delivery of the posters (see Clause 4). If the posters cannot be posted due to late delivery, the customer must still pay the full billposting costs.

### 10. Liability for stored posters

CC does not accept any liability whatsoever for posters stored by CC or its representatives. CC may dispose of all posters left over after the end of the billposting period whose return is not explicitly requested by the customer.

### 11. Responsibility for the form and subject of posters

The customer alone is responsible for the form and lawful subject of the posters and for compliance with all relevant rules. If the billposting is forbidden by the authorities or the covering up of the posters is ordered after they have been posted, the customer must still pay the full billposting price. The customer must also bear any costs which arise from covering up or exchanging the posters (see Clause 4).

### 12. Advertising statistics

At the end of a poster campaign, CC provides the information required to prepare the industry-standard advertising statistics to one or more specialised institutions. The customer can obtain these statistics from the institutions in question.

### 13. Complaints

CC must be advised without delay and in writing of any complaints that a mandate was not carried out satisfactorily. No complaints are accepted after the end of the billposting period.

### 14. Terms and conditions of cancellation

The following terms and conditions of cancellation apply:

- up to 17 weeks before the beginning of the billposting period in case of repetition: 5% of invoice amount
- 16 to 9 weeks before the beginning of the billposting period: 10% of invoice amount
- 8 to 7 weeks before the beginning of the billposting period: 50% of invoice amount
- from 6 weeks before the beginning of the billposting period: 100% of invoice amount

Partial cancellations and postponements to subsequent periods are regarded as cancellations. An annual agreement is being implicitly renewed by one year if it is not cancelled by one of the parties in written form at least 3 months before date of expiry.

### 15. Guarantee/liability

CC guarantees that the billposting will be carried out as stated in the contract. Excluded from this guarantee are defects and problems for which CC is not responsible, such as force majeure, climatic or environmental influences and damage/defects caused by third parties. The liability of CC or of its agents for indirect damage (such as loss of earnings, extra work, loss of profit, failure to make savings, additional expenditure etc.) is explicitly excluded.

### 16. Payment terms

For orders placed on the website, CC accepts payment via 1) credit card: the card is debited immediately at the time of the order or 2) bank transfer (prepayment): where the customer chooses this payment method, the transfer must be made by the end of follow-working day of the order to the bank account and in the currency indicated when placing the order on the website. Where payment is not made, CC reserves the right to automatically cancel the order without notification to the customer. The invoice document will be sent by post within 10 working days of the order.

### 17. Secure transactions

In order to protect personal and bank information, all transactions carried out while using the website are secured and encrypted using SSL and processed by CC's payment partner. The data are not routed through the website and only CC's payment partner and third parties involved in the ordering process involving a bank card or bank transfer have access to this information.

### 18. Data protection

The customer notes and approves the fact that Clear Channel companies in the USA may process the data pertaining to the business relationship in question in order to ensure the efficient processing of data by the Clear Channel Group. While the USA does not have data protection legislation comparable with that in Switzerland, an adequate level of data protection is guaranteed by the data protection agreement with the Clear Channel companies in the USA.

### 19. Confidentiality

The contracting partners undertake to treat all information that is not generally or publicly available as confidential throughout the term of the contract and after the contract has been ended.

### 20. Special agreements

Any agreements that deviate from these GTCBs are only valid if confirmed by CC in writing.

### 21. Applicable law and place of jurisdiction

All legal relationships between the customer and CC shall be governed by substantive Swiss law. The place of jurisdiction is Zug. However, CC is entitled to take legal action against the customer in the court of his jurisdiction or in any other competent court.

### 22. Final provisions

These GTCBs replace all previous versions. CC reserves the right to make amendments to these GTCBs at any time.