

# General Terms and Conditions

Ad2.0 Internet GmbH · [advertorial.de](https://www.advertorial.de)

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*Our aim is transparent, fair cooperation. Where provisions are important to us as a provider, we explain the reason – so you know why a clause exists and what it means for you. In case of doubt, however, the clause text itself is always decisive – the explanations are an aid to understanding.*

## Part A – General Provisions

*The provisions of Part A apply to all contractual relationships between Ad2.0 Internet GmbH and its clients, regardless of the specific service provided.*

## 1. Scope, Contracting Parties and Amendments to the GTC

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### 1.1 Who We Are

Ad2.0 Internet GmbH (hereinafter “Ad2.0” or “we”) is an advertising agency based in Hamburg. We support small and medium-sized businesses in strengthening their digital visibility through advertorials, teaser ads, corporate videos and online PR.

### 1.2 Who Our Offer Is Directed At

Our offer is directed exclusively at entrepreneurs within the meaning of § 14 of the German Civil Code (BGB) – i.e. natural or legal persons or partnerships with legal capacity who, at the time of entering into the contract, are acting in the exercise of their commercial or independent professional activity. We do not provide services to consumers within the meaning of § 13 BGB.

*Background: Our services are designed for the communication needs of commercial businesses. The restriction to entrepreneurs benefits both parties: as a business you benefit from a contract tailored to your situation – without the special protective provisions that apply to consumer purchases and would be out of place in a B2B context.*

### 1.3 Applicability of These GTC

These GTC form part of the contract and apply to all, including future, business relationships between Ad2.0 and its clients in the version in force at the time the contract is concluded. We hereby object to any conflicting terms, in particular any general terms and conditions of the client.

## 2. Offer and Formation of Contract

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### 2.1 Binding Nature of Offers

Our offers are valid for four weeks unless a different period is stated in the offer. A contract is formed upon acceptance of the offer.

### 2.2 How an Offer Is Accepted

Acceptance may occur by written or textual confirmation (letter, fax or email), oral confirmation, conduct implying acceptance – such as submitting documents required to fulfil the order (e.g. keywords or images) – or by making use of our services.

## 3. Performance of Services – General Principles

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### 3.1 What We Deliver

The specific services are set out in the offer, the order confirmation and/or an individual agreement. These GTC apply as a supplement. In the event of conflicts or deviating provisions, the offer, order confirmation and individual agreements take precedence over these GTC.

### 3.2 Approval of Drafts

Drafts submitted to the client for review are deemed approved if the client does not notify us of a request for corrections within 14 days of transmission. We will separately draw the client's attention to the consequences of their silence. This rule is intended to ensure a smooth production process. The client is asked to communicate corrections in writing or via their client area.

*Tip: Plan for an internal review within 10 days – this leaves time for follow-up questions.*

### 3.3 Changes to the Agreed Scope of Services

If the client wishes to change the scope of services, they are asked to notify us in writing. We will review the request and submit a separate offer for the additional work. In the absence of agreement, the originally agreed services, deadlines and rates will remain in place.

### 3.4 No Guarantee of Success – and Why That is the Honest Approach

Advertising services such as advertorials work through visibility, trust and relevance – not through guaranteed click numbers or rankings. Algorithms operated by Google, Bing or AI search systems are beyond our control. Accordingly, we do not – as with any reputable agency – owe measurable advertising success in the sense of specific traffic figures, conversion rates, search engine positions or open rates. Our obligation relates to the professional creation, provision and publication of the agreed advertising materials.

What we specifically deliver: high-quality, editorially created content, placed on high-reach media platforms, optimised according to current SEO and AI standards – with the aim of maximum visibility.

If an offer or sales conversation contains statements such as “SEO optimisation” or “AI visibility”, these describe our approach and objectives – not a legally binding guarantee of results – unless they are expressly designated as a “guarantee” in writing.

## 4. Client Cooperation Obligations

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### 4.1 What We Need from the Client

In order to deliver the agreed services promptly and at a high quality, we ask the client to provide all necessary materials in good time: texts, images, videos, logos, keywords and other content (client materials).

## 4.2 Deadlines

Client materials must be submitted unsolicited no later than 14 days after conclusion of the contract. We are not responsible for delays arising from late receipt. In the event of significant delay, we reserve the right to invoice for any additional work caused.

*Tip: Have your texts, images and keywords ready immediately after concluding the contract – this speeds up the start significantly. If you need more time, simply get in touch; we will find a solution together.*

## 4.3 Quality of Client Materials

If submitted materials are not suitable for the provision of services – whether due to content or technical reasons – we will notify the client accordingly. We are entitled to make necessary adjustments or to reject the materials. In the latter case, we ask the client to submit revised versions within 14 days.

## 5. Content Requirements and Responsibilities

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### 5.1 Client's Responsibility for Their Content

The client warrants that the materials they provide are free from third-party rights – in particular from third-party copyright and trademark rights – and are compliant with competition law.

### 5.2 Further Prohibited Content

The client further warrants that the materials do not violate applicable law or public morals. The following list of prohibited content is not exhaustive.

Prohibited content includes, in particular, content that is discriminatory, defamatory or harmful to minors, that violates the private, intimate or personal sphere of uninvolved parties, or that incites or glorifies violence, hatred or criminal acts.

Also prohibited is content that contains or promotes pornographic material or depictions of violence; advertises tobacco products or related products; promotes addictive substances or the abusive consumption of legal substances; or concerns weapons, ammunition or items subject to legal restrictions on weapons.

Also prohibited is content containing medical, health-related or nutrition-related claims that are impermissible under applicable regulations, or that promotes medicinal products, medical devices or prescription treatments in an impermissible manner.

Also prohibited is content relating to unauthorised or unlicensed gambling offers; unauthorised or unlicensed financial, investment or crypto-asset services; misleading yield promises or unrealistic income expectations; or unlawful pyramid or multi-level marketing schemes.

Also prohibited is content that processes personal data of third parties without the required legal basis or instructs others to do so unlawfully, and content that distributes malware, phishing offers or other security-damaging functions.

### 5.3 Right to Review and Reject

We are not obliged to carry out a comprehensive legal review of client materials. The client bears primary responsibility for the content of the materials.

We are entitled to refuse the creation or publication of content which, in our assessment, violates clause 5.1 or 5.2. Content already published may be blocked or taken offline in the event of such a violation.

## 5.4 Indemnification

If Ad2.0 is claimed against by third parties due to a culpable breach of the obligations under this clause 5, the client shall indemnify Ad2.0 against all claims including reasonable costs of legal defence.

*Background: This provision only applies if you have provided us with content that infringes third-party rights – for example if a photo you supplied is protected by copyright or a text contains statements that violate competition law. Anyone who provides us with legally compliant content will have no contact whatsoever with this clause.*

## 6. Termination

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### 6.1 Form of Termination

Notice of termination must be given in written or textual form (e.g. letter, fax or email). The decisive factor for compliance with the notice period is receipt of the notice of termination by us.

*Tip: The applicable notice periods and contract terms are set out in the contract for the individual service – for advertorials, for example, in clause 14.8 (3 months before the end of the contract term). Note your termination deadline in your calendar directly after concluding the contract.*

## 7. Remuneration and Payment

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### 7.1 General Remuneration Structure

The remuneration is governed by the relevant offer or order confirmation and is subject to statutory VAT. All prices are net prices. The remuneration may consist in particular of a one-off remuneration component, a recurring remuneration component, or a combination of both. Where deviating or supplementary remuneration provisions are made for individual services in Part B, these take precedence.

### 7.2 Due Date

Invoice amounts are due for payment without deduction within 14 days of receipt, unless the order confirmation or invoice provides otherwise.

### 7.3 Set-Off and Retention

A set-off against our remuneration claims is only permissible with undisputed or legally established claims. This does not apply to counterclaims of the client arising from the same contractual relationship. The client may only exercise a right of retention if their counterclaim arises from the same contractual relationship.

## 8. Acceptance

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### 8.1 When Acceptance is Required

Work services such as the creation of an advertorial must be accepted in accordance with the statutory provisions.

Continuing obligations do not require acceptance, in particular the reservation and maintenance of advertising slots pursuant to clause 14.3 and the delivery of teaser ads pursuant to clause 15. These are deemed rendered upon ongoing provision; the remuneration for such continuing obligations falls due without acceptance at the agreed payment dates.

### 8.2 Acceptance Period

Acceptance by the client must take place promptly, but no later than 14 days after the work result has been made available, in writing or textually (e.g. by email).

Acceptance may only be refused on grounds of material defects and in particular not on purely aesthetic grounds.

### 8.4 Partial Acceptance

We may require partial acceptance for separable parts of the performance.

## 9. Defect Rights and Warranty

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### 9.1 What Does Not Constitute a Defect

Subjective design preferences such as choice of colour, images or wording do not constitute a defect unless they were expressly agreed in the contract.

### 9.2 Notice of Defects

The client is asked to notify us of defects promptly and comprehensibly, specifying all information known to them that is relevant to rectifying the defect. Where the client is a merchant, the commercial duty to give notice under § 377 of the German Commercial Code (HGB) applies: apparent defects must be notified in writing promptly after acceptance – in practice within a few days. Anyone who fails to do so loses their warranty rights in respect of those defects. If in doubt, we recommend reporting defects more rather than less.

### 9.3 Subsequent Performance

In the case of a duly notified defect, we will remedy it within a reasonable period following a written request, or provide the service again; we choose the type of subsequent performance. If subsequent performance has failed or we unjustifiably refuse it, the client is entitled to the statutory warranty rights.

### 9.4 Exclusion in Case of Self-Modification

Warranty claims are excluded if the client or third parties commissioned by the client have modified the service without our consent and the notified defect is connected to

this modification or if the modification substantially hinders the proof or rectification of the defect.

## 9.5 Limitation

Defect rights including claims for damages based on them shall become time-barred 12 months after acceptance. Other claims for damages against us shall become time-barred under the statutory provisions.

The above shortening does not apply to claims for damages due to wilful misconduct or gross negligence, due to injury to life, body or health, or due to breach of essential contractual obligations; the statutory limitation periods apply in those cases. Claims under the German Product Liability Act (ProdHaftG) remain unaffected.

*Background: The shortening to 12 months applies to warranty rights in respect of the service rendered – e.g. errors in the published advertorial. It is common in B2B transactions and gives both parties planning certainty quickly. Claims due to wilful misconduct, gross negligence or personal injury are expressly excluded and are subject to the statutory limitation periods.*

## 10. Liability

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### 10.1 Basic Principle

We are liable without limitation for damages arising from injury to life, body or health, and for wilful misconduct and gross negligence.

### 10.2 Limitation of Liability for Minor Negligence

In the case of a slightly negligent breach of essential contractual obligations, our liability is limited to the foreseeable, typical damage at the time of concluding the contract. Essential contractual obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the client may regularly rely.

*Background: This clause is standard in German B2B GTC. In practical terms it means: for damages arising directly from our service – such as a factual error in an advertorial – we are fully liable. The limitation only applies to unforeseeable consequential damages, e.g. lost profits due to circumstances that were not foreseeable at the time the contract was concluded. For personal injury, wilful misconduct and gross negligence, the limitation expressly does not apply.*

### 10.3 Product Liability

Claims under the German Product Liability Act remain unaffected by the foregoing provisions.

### 10.4 Application to Vicarious Agents

The limitations on liability also apply in favour of our legal representatives and vicarious agents.

### 10.5 Exclusion of Liability for Own Actions

We accept no liability for damage arising from defective client materials or from unauthorised interference in our services by the client.

### 10.6 Asserting Claims

If the client becomes aware of circumstances from which claims for damages against Ad2.0 might arise, we ask for early notification in textual form so that we can work together to find a solution. This serves the interests of loss minimisation on both sides.

For the limitation of claims for damages arising from defects, clause 9.5 applies. For other claims for damages, in particular arising from breach of duty under § 280 BGB, the statutory limitation periods apply.

## 11. Reference Advertising

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### 11.1 Use of Your Company Name

By entering into the contract, the client agrees that we may use their company name and logo as a reference on our own communication channels (website, social media). If the client does not wish this, they are asked to notify us in writing – we will respect their wish.

### 11.2 Use of Publisher Logos

On the basis of the agreement, the client does not have the right to use the trademarks or logos of the respective publishers (e.g. Handelsblatt, WELT) in their own communication activities. Publisher trademarks and logos belong exclusively to the respective publisher and may not be used for other advertising purposes without their express consent.

*Background: This restriction reflects the publishers' terms of use and is not a restriction imposed by us. For specific use scenarios, please feel free to contact us.*

## 12. Data Protection

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The handling of the client's personal data is governed by our privacy policy, which is available on our website at [www.advertorial.de/datenschutz](http://www.advertorial.de/datenschutz).

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## 13. Final Provisions

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### 13.1 Applicable Law

German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

### 13.2 Place of Performance and Jurisdiction

The place of performance and exclusive place of jurisdiction for all disputes arising from or in connection with this contract is the registered office of Ad2.0 Internet GmbH.

### 13.3 Severability Clause

Should individual provisions of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected.

## Part B – Special Provisions for Individual Services

*The provisions of Part B apply in addition to Part A for the respectively agreed service. In the event of conflicts between Part A and Part B, the provisions of Part B take precedence.*

## 14. Advertorials

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### 14.1 What an Advertorial Is

Advertorials are promotional text contributions placed in an editorial environment on the websites of established media companies (hereinafter “publishers”) and identified as advertising.

### 14.2 Client Area

After the contract is concluded, the client receives access to their personal client area on the Ad2.0 website. Through this client area, the client can communicate with Ad2.0 and submit briefings, texts, images and other client materials.

### 14.3 Briefing and Keyword

The basis for creating each advertorial is the client’s briefing and the keyword.

**Briefing:** The briefing contains the information required for the editorial creation of the advertorial about the goods or services to be advertised. This includes in particular a brief description of the goods or services, the advantages to be highlighted and the client’s advertising objective, as well as other wishes and instructions regarding the content of the advertorial. Also included are the mandatory legal information required for publication of the advertorial under the client’s imprint.

The briefing must be submitted by the client within the period under clause 4.2 – i.e. no later than 14 days after conclusion of the contract – via the client area or by email.

*Background: The more precise your briefing, the more targeted the advertorial. Our team is happy to assist you.*

**Keyword:** The keyword is a search term or combination of search terms under which the client’s advertorial will be made findable in the publisher network. One keyword is assigned per advertorial. The keywords are agreed between the parties by mutual consent; this may occur at the time the contract is concluded or at a later date.

Ad2.0 reserves an advertising slot for the client for the advertorial under this keyword in the publisher network. The client may use this advertising slot during the contract term for the publication of their advertorial.

Proposals for the selection of keywords must be submitted by the client within the period under clause 4.2 – i.e. no later than 14 days after conclusion of the contract – via the client area or by email.

Without a complete briefing and agreed keywords, Ad2.0 cannot create the advertorial. Delays arising for this reason are the client’s responsibility.

*Background: Choosing the right keywords is crucial for your advertorial to reach the right target audience. Examples: “tax advisory Hamburg”, “sustainable packaging solutions” or “photovoltaic systems SME”. You can set the keywords directly when concluding the contract or define them together with us later in the briefing process – we are happy to assist with the selection.*

#### **14.4 Approval Before Publication**

Each advertorial will be submitted to the client for approval before publication. Clause 8 (Acceptance) applies.

#### **14.5 Usage Rights – What You May and May Not Do**

With the contract, the client receives the right to use the advertorial within the contractually agreed scope – i.e. as a contribution on the publisher’s website. Any use beyond this, in particular as sponsored content on third-party sites, in native recommendation ads, or by embedding excerpts or summaries with a link to the advertorial, is not permitted without Ad2.0’s express written consent. Also prohibited are (i) the use of the advertorial or the links contained therein for manipulative search engine optimisation, such as through link farms, automated link building or cloaking, and (ii) the use of advertorial content to train AI systems or feeding it into automated content or outreach systems. All outgoing links in advertorials must bear the attribute `rel="nofollow"` or an equivalent sponsored or UGC attribute.

*Background: This restriction does not come from us, but from the publishers’ contractual terms. They protect their brand and editorial environment – and are a prerequisite for us being able to publish on their platforms at all. If you wish to use the advertorial in another way, please feel free to contact us.*

#### **14.6 Content Limits and Our Right of Final Decision**

Ad2.0 is entitled to terminate the publication of an advertorial if the advertorial violates clause 5 or clause 14.6, a publisher requests Ad2.0 to remove it, or compelling legal or regulatory reasons so require.

Should Ad2.0 terminate publication, the client is entitled to a pro-rata refund of the keyword fee (clause 14.7) for the period during which the reservation of the advertising slot is suspended and no equivalent replacement advertising slot is made available. The one-off creation and publication fee (SETUP fee) will not be refunded to the extent that the underlying services – in particular text creation, editorial coordination and initial publication – have already been rendered or have been irrevocably commissioned from third parties. A refund is excluded in full where the termination of publication is based on circumstances attributable to the client – in particular in the case of a breach of clause 5.

The client retains the right to prove that Ad2.0 has in fact saved expenditure or was able to use the service otherwise.

*Background: Our right of final decision is primarily intended to enable us to respond to publishers’ requirements on whose platforms your advertorial appears. Without this option, we would not be able to maintain our contracts with the publishers. What this means for you: if we take an advertorial offline at a publisher’s request and no equivalent replacement slot is available, we will refund the pro-rata keyword fee automatically – you do not need to request this separately. If the removal is due to a breach attributable to you, the refund does not apply; we will inform you in advance in such a case.*

#### **14.7 Remuneration**

In the initial contract term, the remuneration is set out in the offer or order confirmation. It may consist in particular of a one-off creation and publication fee

(also “SETUP fee”) and/or a recurring keyword fee. All prices are subject to statutory VAT. Ad2.0 sets up the client area pursuant to clause 14.2 for the client upon receipt of the order confirmation and makes it immediately available for use; the commencement of the contract term or the due date of the first keyword fee is irrelevant for this purpose.

The keyword fee is a provision fee that also includes ongoing technical and service costs of Ad2.0. It is payable regardless of whether and to what extent the client specifies or actually uses the advertising slot; the risk of use is borne by the client.

*Background: In the initial contract term, costs for creation, editorial coordination and sales are included in the remuneration. In the renewal period, these one-off costs are no longer applicable – you therefore only pay the ongoing keyword fee. This fee covers the ongoing services that Ad2.0 provides regardless of actual use: the reservation of your advertising slot in Ad2.0’s publisher network, the provision and ongoing technical support of your client area, and the availability of our editorial team and account management for adjustments, keyword optimisations and provision of statistical data throughout the entire contract term. Comparable to the provision and support fee of an IT service provider, it applies to the ongoing availability of the agreed services and is not linked to actual use in any individual case.*

## 14.8 Contract Term and Termination

Contracts for advertorials are initially concluded for 12 months. They automatically renew for a further 12 months at a time unless the client gives notice of termination in writing or textually (e.g. by letter, fax or email) no later than 3 months before the end of the respective contract term.

Please note your termination deadline in your calendar directly after concluding the contract. In the event of renewal, you only pay the monthly keyword fee – the one-off SETUP fee is not charged again.

## 14.9 Use After Termination

Upon termination of the contract, the client’s right to use the editorial services rendered by Ad2.0 expires. Independent further use of the advertorial texts or their components by the client – in particular on their own websites, in other publications or in digital advertising formats – is not permitted without a separate agreement in written or textual form with Ad2.0. Links to the published advertorial remain permissible as long as the advertorial is online.

*Background: The advertorial is editorially created for publication on a specific publisher platform and is closely linked to that placement. The usage rights for the further use of the text in other contexts – e.g. on your own website or in other media – are not automatically included in the contract price, but can be agreed separately. Please contact us – this is often straightforward to arrange.*

## 15. Teaser Ads

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### 15.1 What a Teaser Ad Is

Teaser ads are short graphic, text-based or video-based advertising spaces – such as banners, display ads, native teasers or preview ads – delivered on publishers’ websites, in their newsletters or via advertising networks. A teaser ad may be booked independently (e.g. to promote the client’s website) or as a supplement to an advertorial (e.g. as a link to the advertorial).

## 15.2 Provision of Advertising Materials

The client either provides finished advertising materials in the agreed formats and specifications, or Ad2.0 creates them on the basis of a briefing. Clause 4 (Cooperation Obligations) and clause 5 (Content Requirements and Responsibilities) apply accordingly.

## 15.3 Placement and Delivery

The selection of advertising environments is made by mutual agreement. Ad2.0 has no direct influence on the final algorithmic targeting by advertising networks or publishers; clause 3.4 (no guarantee of success) applies accordingly.

## 15.4 Booking and Billing Models

The remuneration is governed by the model agreed in the offer or order confirmation, in particular a fixed price per booking period, cost per thousand (CPM), cost per click (CPC) or cost per action (CPA). All prices are subject to statutory VAT.

## 15.5 Contract Term

Teaser ad bookings end automatically upon reaching the agreed volume contingents.

## 15.6 Combination with Advertorials

If a teaser ad is booked together with an advertorial, the provisions on content, right of final decision and publisher selection in clause 14 apply accordingly; however, the booking, remuneration and term provisions of this clause take precedence.

## Part C – Supplementary Provisions for Resellers and Media Agencies

*This Part C applies in addition to Part A and Part B to clients who acquire Ad2.0 services in their own name or for end clients in order to resell or broker them (hereinafter “Agency”). In the event of conflicts, Part C takes precedence.*

The obligations under Part B – in particular regarding briefing and keywords (clause 14.3), usage rights (clause 14.5), content requirements (clause 5) and publisher trademarks (clause 11.2) – are binding on the Agency as its own obligations; the Agency shall ensure their compliance by its end clients pursuant to clause 20.

In the event of breaches of Part B by the Agency or its end clients, the legal consequences of this Part C apply, in particular the contractual penalty (clause 22), the indemnification obligation (clause 24) and the right of special termination (clause 25).

## 16. Operational Obligations of the Agency

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If the Agency creates advertorial texts independently, it must draft them in accordance with the requirements of the respective publishers and Ad2.0's guidelines and upload them ready for publication in Ad2.0's client system. Ad2.0 carries out copy-editing and notifies the Agency of any required amendments; the Agency makes the necessary changes itself.

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**If the Agency fails to make a requested amendment within 14 days of notification of the copy-editing result, Ad2.0 is entitled, but not obliged, to publish the advertorial in the copy-edited version.**

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*Background: This provision only applies if the Agency takes on the text creation itself. If the Agency also commissions Ad2.0 to create the content, the general acceptance provisions (clause 8) apply.*

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## **17. Resale Risk and Payment Obligation**

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The Agency receives conditions for the services agreed in the order confirmation that are advantageous compared to end-client prices. In return, the Agency is obliged to pay the agreed remuneration pursuant to clause 7.2 as soon as the order confirmation is available. This payment obligation applies regardless of whether, when and to what extent the Agency or its end clients actually retrieve or use the booked services. Ad2.0 has no influence on the actual publication of advertorials by end clients; the Agency bears the resulting resale risk alone.

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As long as the Agency is in arrears with due payments from current or previous orders, Ad2.0 is entitled to withhold the provision of further services until all outstanding amounts have been paid in full, to the extent that this is proportionate having regard to the amount of the outstanding claim and the extent of the services withheld. Withholding alone does not entitle the Agency to terminate the contract.

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## **18. Publisher Change and Replacement Publication**

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Publisher changes and replacement publications in the Agency's relationship with Ad2.0 are governed by the general provisions of these GTC, unless the following provisions provide otherwise.

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If the publisher change or suspension of publication is due to a breach by the Agency or one of its end clients of the provisions of Part B – in particular clause 5 or clause 14.5 – any recovery of remuneration already paid or reduction of the keyword fee is excluded. Clause 14.6 remains unaffected. The Agency retains the right to prove that Ad2.0 has in fact saved expenditure or was able to use the service otherwise.

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As long as Ad2.0 offers an equivalent replacement publisher, the rejection of the previous publisher does not entitle the Agency to special termination.

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## **19. Trademark and Communication Rules**

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The restrictions under clause 11.2 on the use of publisher trademarks are binding on the Agency as its own obligations in accordance with the preamble to Part C; the Agency must also ensure that its end clients comply with these restrictions pursuant to clause 20. In the reseller relationship, the following provisions are added.

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The Agency is prohibited from using logos, trademarks or other identifiers of publishers in any communication – in particular on websites, in social media, in emails, in print materials and in oral communication – or from creating the impression of a cooperation, media partnership or editorial collaboration with a publisher. Only a reference to the partnership with Ad2.0 is permitted; a link to the published advertorial with mention of the publisher is not permitted in the reseller relationship.

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**In public advertising, the Agency may not communicate placements with specific publishers. In direct commercial offers to end clients, the mention of product names remains permissible.**

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**In the event of breaches of this clause 19, clause 22 (contractual penalty), clause 24 (indemnification) and clause 25 (special termination) apply accordingly.**

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*Background: This provision protects the publishers' exclusive marketing rights. A breach may lead to immediate termination and enforcement of the contractual penalty under clause 22.*

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## **20. Binding End Clients**

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**The Agency undertakes to contractually agree with its end clients the restrictions and obligations set out in these GTC – in particular the prohibitions under clause 19 and the usage restrictions under clause 14.5. Before booking an advertorial, the Agency informs its end clients about the applicable publication conditions and the relevant prohibitions. The Agency shall ensure compliance by means of regular monitoring.**

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## **21. Price Confidentiality**

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**The Agency is obliged not to disclose the purchase prices, conditions and discounts charged by Ad2.0 to end clients or third parties and to treat them as protected trade secrets. This information may only be used internally to the extent strictly necessary for the performance of the contract.**

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## **22. Contractual Penalty**

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**If the Agency or one of its end clients culpably breaches the obligations under this Part C or the requirements from Part B that are binding as the Agency's own obligations in accordance with the preamble to Part C – in particular clauses 5, 11.2, 14.6 and 23 – the Agency owes a contractual penalty.**

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**The amount of the contractual penalty is set by Ad2.0 at its reasonable discretion for each case of breach and may be reviewed by the competent court for its appropriateness in the event of a dispute; it shall not exceed EUR 10,000 per breach.**

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**A culpable breach by an end client is attributed to the Agency if the Agency has culpably breached its obligations – in particular the obligation under clause 20 – and the end client's breach is based on this.**

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**Further claims for damages by Ad2.0 remain unaffected; the contractual penalty incurred is credited against any claim for damages.**

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*Background: The publishers have in turn agreed contractual penalties with Ad2.0 for breaches of their terms of use. Ad2.0 is therefore obliged to agree corresponding contractual penalties with its clients in order to pass on these obligations and to protect the publisher relationships.*

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## **23. Prohibited AI and SEO Use**

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The prohibitions under clause 14.5 paragraph 2 (manipulative search engine optimisation, AI training, feeding into automated content or outreach systems) are binding on the Agency as its own obligations in accordance with the preamble to Part C and must also be contractually agreed with the Agency's end clients pursuant to clause 20. Clause 22 (contractual penalty) applies.

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## 24. Indemnification

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In addition to clause 5.4: if Ad2.0 is claimed against by third parties due to a culpable breach of the obligations under this Part C or the requirements from Part B that are binding as the Agency's own obligations in accordance with the preamble to Part C – in particular clauses 5, 11.2, 14.6 or 23 – in connection with the advertorials or teaser ads arranged by the Agency or its end clients, the Agency shall indemnify Ad2.0 against all claims. The indemnification also covers reasonable costs of legal defence.

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## 25. Ad2.0's Right of Special Termination

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Ad2.0 is entitled to terminate the contract with the Agency for good cause with immediate effect. Good cause for Ad2.0 exists in particular in the case of a culpable breach of essential obligations under Part B or Part C – in particular clauses 5, 11.2, 14.6 or 23 – as well as in the case of a publisher requesting that the business relationship with the Agency be terminated.

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If the termination is due to a circumstance attributable to the Agency, a refund of remuneration already paid is excluded; remuneration components already earned – in particular the SETUP fee under clause 14.7 – are retained. The Agency retains the right to prove that Ad2.0 has in fact saved expenditure or was able to use the service otherwise. Otherwise, Ad2.0 will refund on a pro-rata basis remuneration already paid for services that can no longer be rendered as a result of the termination.

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## 26. Extended Confidentiality

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The Agency shall keep strictly confidential all information obtained in the course of this agreement about Ad2.0's business operations and internal matters and shall not disclose it to third parties. The Agency shall ensure by appropriate measures that its employees and third parties who have access to such information are also bound to confidentiality.

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The confidentiality obligation does not apply to information that was already known to the Agency before it was communicated, that is generally known or becomes generally known without breach of this agreement, that is lawfully communicated to the Agency by a third party without a confidentiality obligation, or whose disclosure is required by law or regulatory order.

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The confidentiality obligation applies for the duration of the contract term and for three years after the end of the contract. For trade secrets within the meaning of § 2 no. 1 of the German Trade Secrets Act (GeschGehG), it applies indefinitely for as long as the conditions of § 2 no. 1 GeschGehG are met.

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## Contact and Legal Notice

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### Ad2.0 Internet GmbH

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