

Terms and Conditions of Havas AG, Havas Digital Unit

- (1) Havas Digital provides clients with services in the digital marketing sector, and in particular, sends e-mails in the name of its clients (newsletters, etc.) to recipients in Switzerland. These Terms and Conditions govern the contractual conditions between the client and Havas AG, Havas Digital unit (hereinafter Havas Digital). Upon confirmation of the order, the client confirms that they have taken note of and accepted the Terms and Conditions.

Scope of service

- (2) Havas Digital sends mailings on behalf of the client to addresses provided by said client and/or Havas Digital.
- (3) Havas Digital may assign services pertaining to e-mail transmission (technical processing and addresses) to third-party companies. Havas Digital is liable to the client for the diligent selection and instruction of third-party companies.
- (4) The quoted prices are for a one-off use of addresses for the purposes of marketing, advertising analyses or marketing analyses. Campaign analysis and evaluation is included in the price.
- (5) The client either develops the mailing content and design in cooperation with Havas Digital, or provides it to Havas Digital. In every case, the client is responsible for the accuracy and legality of the mailings. The mailing contains a mandatory disclaimer explaining the origin of the address (“You are receiving this newsletter because ...”), and also allows the recipient to opt out of receiving further mailings.
- (6) The client provides Havas Digital with a test receiver (family name, given name, e-mail address) for the purposes of testing and approval.
- (7) Following client approval of the HTML and text versions, the mailing will be prepared and sent out within three working days, provided that nothing has been otherwise agreed with the client.

Prices and terms of payment

- (8) All prices are exclusive of VAT. Invoices are payable within 30 days unless otherwise agreed.

Warranty pertaining to address data

- (9) If the client personally supplies the data, they warrant that
 - all supplied addresses have been gathered according to data protection and fair competition regulations;
 - the legal (data protection and fair competition) requirements for the use of the addresses for marketing purposes by third parties are fulfilled;

- each data set includes a single or double opt-in with time stamp and registration URL, which can be supplied upon request;
 - they maintain a “blacklist”, which is respected; and
 - at least 95% of the addresses are valid.
- (10) Havas Digital ensures that data supplied by the client is used exclusively for its agreed purpose.
- (11) If, due to invalid addresses, the number of addresses to be forwarded is more than 5% lower than agreed, Havas Digital awards a percentage-based credit note, provided that the data was not originally provided by the client involved.

Liability

- (12) Liability of Havas Digital is excluded to the extent permissible by law.

Final provisions

- (13) The parties are obliged to safeguard trade secrets and to keep confidential any knowledge pertaining to processes and conditions of which they become aware under this contract. This obligation of confidentiality remains in effect after the termination of the contractual relationship.
- (14) Furthermore, the legal provisions of Articles 394 et seqq. of the Swiss Code of Obligations apply.
- (15) This Contract is governed by and construed exclusively in accordance with Swiss law; the place at which Havas AG has its registered office is the exclusive place of jurisdiction.