

## General Terms and Conditions (GTC)

April 2024 edition

### 1. GENERAL

1.1 The GTC apply to all offers and services of KEYSTONE-SDA-ATS AG (Keystone-SDA) as well as to all contractual relationships between Keystone-SDA and its customers/subscribers/buyers (hereinafter "Contracting Partners"). The GTC apply in particular to all data, text, photos, infographics, numerical elements, audio or video recordings (hereinafter "Keystone-SDA Content"), which Keystone-SDA or cooperating third-party suppliers of Keystone-SDA deliver, offer, sell or make available to the Contracting Partners electronically or physically (including databases and downloads). These GTC shall also apply to future business relations with Contracting Partners. Deviating regulations in the individual contracts take precedence over these GTC.

1.2 Keystone-SDA and its cooperating third-party suppliers shall have the right to make changes to the form, content and selection and adjust the time intervals for the provision of Keystone-SDA Content at any time without giving prior notice to the Contracting Partner.

### 2. RIGHT TO USE KEYSTONE-SDA CONTENT

2.1 Keystone-SDA confirms that it holds the copyrights necessary for the Contracting Partner to use Keystone-SDA Content in accordance with the contract.

2.2 The permitted use of the Keystone-SDA Content shall be specified in the individual contract with the Contracting Partner or, if not available, in the order, delivery and download confirmations of Keystone-SDA at the rates agreed therein. In addition, the Contracting Partners also declare their agreement with these GTC by using Keystone-SDA Content from digital databases ([direct.keystone-sda.ch](https://direct.keystone-sda.ch), [visual.keystone-sda.ch](https://visual.keystone-sda.ch) or [news.np360.keystone-sda.ch](https://news.np360.keystone-sda.ch)). Use is deemed to occur when Keystone-SDA Content, in particular content on the digital databases [direct.keystone-sda.ch](https://direct.keystone-sda.ch), [visual.keystone-sda.ch](https://visual.keystone-sda.ch) or [news.np360.keystone-sda.ch](https://news.np360.keystone-sda.ch), is accessed via an Internet browser or a relevant app.

2.3 The right of use is not transferable. The customers of the Contracting Partner may only use content exclusively for their own purposes. The use of the Keystone-SDA Content by third parties that are economically, legally or in any other way affiliated with the Contracting Partner is not permitted.

2.4 The Contracting Partner is obliged to provide notification of all publications for which it uses Keystone-SDA Content, as well as any use that goes beyond the contractually agreed use, to Keystone-SDA on its own initiative by sending a specimen copy (print, PDF, link) with details of the reach. Keystone-SDA may demand an additional fee for uses beyond the terms of the contract, prohibit the use immediately, and initiate civil/criminal proceedings. In the absence of any notification, Keystone-SDA shall be entitled to issue a separate invoice for its efforts in obtaining the missing information and documents on the basis of time spent (CHF 50.00/h).

2.5 The Contracting Partner may store and use the Keystone-SDA Content internally in accordance with the terms of use set forth in the individual contracts. Keystone-SDA Content that is not used for publication may be stored for a maximum of 30 days. Redistribution, reuse, resale, reproduction, republication or archiving of Keystone-SDA Content is permitted only with the written consent of Keystone-SDA. Upon request, Keystone-SDA shall be granted immediate access to all Keystone-SDA Content held.

2.6 The Contracting Partner has a general obligation to ensure the fair use of Keystone-SDA Content. It is not entitled to overuse the rights granted under this contract. Overuse in this context includes, among other things, making excessive queries and/or downloading or accessing digital databases (in particular [direct.keystone-sda.ch](https://direct.keystone-sda.ch), [visual.keystone-sda.ch](https://visual.keystone-sda.ch) or [news.np360.keystone-sda.ch](https://news.np360.keystone-sda.ch)), in particular by means of automated systems such as web crawlers, data mining, spiders or artificial intelligence (AI) and similar applications.

2.7 Only current news feeds may be published. The publication of archived content retrieved from digital databases (in particular [direct.keystone-sda.ch](https://direct.keystone-sda.ch), [visual.keystone-sda.ch](https://visual.keystone-sda.ch) or [news.np360.keystone-sda.ch](https://news.np360.keystone-sda.ch)) is not

permitted without Keystone-SDA's written consent. Unless a special agreement is reached with Keystone-SDA, these databases may only be used for research purposes.

2.8 Keystone-SDA Content in text, image, audio and video form or any other data format may not be used for developing, training or improving machine learning and/or artificial intelligence (AI) systems or similar applications, either by the Contracting Partner or by any user.

2.9 The Contracting Partner may only increase the use of Keystone-SDA Content as a result of a takeover, merger or investment if it pays Keystone-SDA the price in accordance with the then applicable rate calculation.

2.10 Ownership, intellectual property and similar rights to Keystone-SDA Content remain exclusively with Keystone-SDA or the designated third-party source.

2.11 If Keystone-SDA loses its rights to use the copyrights of a third party, Keystone-SDA shall be entitled to adjust the contracts with the Contracting Partners affected by this or to terminate them in whole or in part with immediate effect. Compensation already paid by the Contracting Partner shall be refunded on a pro rata basis. Any further compensation is excluded.

2.12 The Contracting Partner shall take all necessary and reasonable (administrative, contractual, technical, etc.) measures to prevent infringements of the (usage) rights to the Keystone-SDA Content. The Contracting Partner is obliged to demonstrably inform its customers of the rights and obligations listed here. If the Contracting Partner fails to comply with these information obligations, any infringement of rights resulting therefrom shall be deemed to be an infringement by the Contracting Partner. The Contracting Partner is obliged to point out the following to customers of its online offers in a copyright notice: "These news articles, pictures, infographics, audio materials and videos are for the customer's personal use only. The reproduction, publication or storage of the data in databases, or any commercial use or disclosure to third parties, is not permitted."

2.13 The consent granted by Keystone-SDA for the use of selected photos or videos does not include any representation that persons depicted or shown therein, the owners of the rights to the works depicted or the owners of intellectual property rights have given their consent for communication to the public and for advertising purposes. The Contracting Partner must comply with the personal rights, copyrights, trademark rights and other protective rights of the persons, works, objects or signs depicted. The Contracting Partner shall be responsible for obtaining the necessary consent of third parties in individual cases, whereby Keystone-SDA may assist the Contracting Partner within the framework of a separate written agreement.

### 3. COMMENCEMENT, TERM AND TERMINATION OF THE CONTRACT

3.1 The commencement of the contract is specified in the individual contract. Notice of termination of the open-ended contract must be given no later than six months before the end of the calendar year. If the contract is not terminated in due time, it will be extended by successive one-year periods.

3.2 Keystone-SDA may discontinue its services to the Contracting Partner without prior notice and withdraw from the contract without any claim for compensation on the part of the Contracting Partner in the event of violations of contractual provisions or of these GTC, non-timely payment of invoices issued or misuse of Keystone-SDA Content, in particular distortions of meaning, discriminatory or other unlawful use. Keystone-SDA reserves the right to take any civil and criminal measures.

3.3 Upon termination of the contract, all Keystone-SDA Content not used for publication or that has been used improperly must be demonstrably removed from all internal systems within a period of 30 days after the end of the contract at the latest.

#### 4. EDITING KEYSTONE-SDA CONTENT

- 4.1 The Contracting Partner undertakes to mention Keystone-SDA or, if designated, the cooperation partner as the source for each publication of Keystone-SDA Content (source reference). If the copyright notice is missing, Keystone-SDA is entitled to charge the Contracting Partner a surcharge of 100% of the agreed usage fee. Notwithstanding this, civil claims and claims for damages may be asserted against the Contracting Partner.
- 4.2 The source must be identified in accordance with the information given in the content, the accompanying text or the meta-data. Full citation of the source is required. For photos, the source reference consists of "Photo: KEYSTONE/agency/photographer if applicable". If no detailed information is available, the source reference is "Keystone-SDA", for texts at least "sda", for photos at least "Photo: KEYSTONE". In the case of videos, the words "Produced by KEYSTONE-SDA" must be shown at the beginning or at the end.
- 4.3 Keystone-SDA Content marked "Correction", "Revision", "Recall", "Rectify", "Delete", "Mandatory Kill", "Photo Kill" or "Picture Kill" must be replaced immediately by the Contracting Partner in its online offerings (desktop, mobile sites, apps, etc.). The same applies to print, radio and TV offerings, unless the content has already been printed or broadcast. Blocking periods must always be observed. Failure to do so will entitle Keystone-SDA to assert civil claims and claims for damages against the Contracting Partner.
- 4.4 The Contracting Partner is entitled to further edit Keystone-SDA Content in compliance with the journalistic duty of care. Under no circumstances may the content be distorted by the editing. Editing does not create any rights of the Contracting Partner to the Keystone-SDA Content.
- 4.5 The Contracting Party is not permitted to use Keystone-SDA Content for their own or external AI models, machine learning systems or similar applications without an express written agreement with Keystone-SDA.
- 4.6 The editing of photos, infographics and videos is only permitted within the scope of the usual preparation. In particular, any alteration or processing by means of rephotographing, photo composition, electronic image processing or the like is only permitted with the prior written consent of Keystone-SDA. Distorting and discriminating uses as well as altered and alienated content (e.g. photo montage, distorting exemptions) are prohibited. The caption accompanying each photo is part of the journalistic visual content and must be reproduced accordingly.
- 4.7 Keystone-SDA texts are protected by copyright. The use of these texts, or parts thereof, is only permitted with the prior written consent of Keystone-SDA. This also applies to reformulations. Paraphrases cannot be designated as the Contracting Partner's own texts.

#### 5. INDIVIDUAL SERVICE PROVISION, ROYALTY-FREE CONTENT

- 5.1 The processing fees for research, clarifications or other individual services provided by Keystone-SDA on behalf of the Contracting Partner shall be calculated by the hour at the normal industry rates. In each case, the Contracting Partner must pay a minimum processing fee of CHF 70.00. The Contracting Partner acquires neither rights of use nor any other rights through payment of this fee.
- 5.2 In the digital database ([visual.keystone-sda.ch](https://visual.keystone-sda.ch)), Keystone-SDA offers royalty-free content that is explicitly marked "royalty-free" or "RF". In principle, the same provisions apply to this as to the other Keystone-SDA Content.
- 5.3 With the download of royalty-free content, licence fees shall become due, which must be paid by the Contracting Partner to Keystone-SDA. In particular, the use of the Royalty-Free Content for advertising and editorial purposes or for websites, brochures, general advertising material, corporate documents, communication tools, newspapers and magazines shall be deemed to be use for own purposes.

#### 6. PRICES, RATES

- 6.1 Unless otherwise agreed, the prices for the acquisition, delivery, purchase and any use of visual content including individual items of royalty-free content are based on the currently valid price recommendations for image fees of the Swiss Association of Picture Agencies and

Photo Archives. The price shall be based on the type and place of use, the size and placement of the Keystone-SDA Content, the circulation and distribution of the medium and the type of medium. The final price will only be calculated once the specimen copy has been sent; previous cost estimates are non-binding. This also applies to visual content marked "Special Fees" or "Minimal Fees" in the "Special Instructions" field.

- 6.2 The compensation for Keystone-SDA Content on subscription is based on the contractually agreed rates.
- 6.3 In the case of contracts where rates are based on the measurement of reach, compensation is adjusted on an ongoing or periodic basis. The following units of measurement are used:
- for print titles: the WEMF AG survey of certified circulation;
  - for online offerings (digital editions of print titles, desktop websites, mobile sites, apps, etc.): the unique clients (UC) according to Mediapulse AG;
  - for radio stations: the listener figures from Mediapulse AG;
  - for TV stations: the audience figures from Mediapulse AG;
  - exceptionally, another recognised unit of measurement or basis of assessment, if agreed in writing with Keystone-SDA.
- 6.4 Keystone-SDA is entitled to adjust the rates and the basis of assessment at any time.
- 6.5 For contracts concluded for a period of one year or less, the Keystone-SDA rates in force at the time of conclusion shall apply. For contracts concluded for a period of more than one year, the compensation shall be adjusted when Keystone-SDA's new rates come into force on 1 January of the new calendar year on the basis of changes in reach. New Keystone-SDA rates will be communicated to the Contracting Partner no later than the preceding 30 September. Increases in compensation due to higher user numbers and rate adjustments in line with accumulated inflation (as per the Swiss Consumer Price Index) are not considered to constitute a rate increase.
- 6.6 As a rule, Keystone-SDA invoices its services to the Contracting Partner in advance at the beginning of each month. The contracting partner undertakes to pay the invoiced amount within 30 days of the date of the invoice. Unless otherwise agreed, all prices are exclusive of value-added tax. The Contracting Partner may not set off claims of Keystone-SDA against its own claims.
- 6.7 Keystone-SDA is entitled to query the creditworthiness of the Contracting Partner with data providers specialising in this field. Keystone-SDA is entitled to demand advance payment for its services and to provide its services only after receipt of payment in full.

#### 7. WARRANTY, LIABILITY

- 7.1 Keystone-SDA shall only be liable for damage caused by its gross negligence or wilful misconduct. In particular, Keystone-SDA shall not be liable for loss of information or data, loss of profit, damage to third parties, indirect damage or other consequential damage. Liability is excluded for the consequences of force majeure (e.g. strike, natural disasters, war, destruction or technical disruptions). Keystone-SDA shall not be liable for auxiliary persons or persons appointed by it. The liability of Keystone-SDA is excluded in the case of transmission interruptions due to adaptation work at Keystone-SDA or third parties.
- 7.2 Keystone-SDA shall notify its Contracting Partners if it becomes aware that Keystone-SDA Content infringes the rights of third parties. The same applies vice versa for the Contracting Partner vis-à-vis Keystone-SDA. The Contracting Partner is obliged to destroy or replace such Keystone-SDA Content within 24 hours of being notified or becoming aware of it.
- 7.3 Keystone-SDA assumes no liability for the misuse of the login (username and password) to the digital databases provided to the Contracting Partner.

#### 8. OTHER PROVISIONS

- 8.1 Keystone-SDA has the right to adapt the GTC to changed conditions and requirements. The new GTC shall enter into force three months after the date of publication on the Keystone-SDA website. In the event of changes that are binding on the Contracting Partner, the Contracting Partner shall also be given notice of these in an appropriate form. If the Contracting Partner does not agree with parts of the new GTC that represent a significant disadvantageous change for it, it may

terminate them in writing subject to a notice period of 30 days to the date on which the new GTC come into force. If the material changes affect a predominant part of the contract, the Contracting Partner has the right to terminate the entire contract.

- 8.2 Keystone-SDA processes personal data in accordance with the law. For further details, please refer to the current [data privacy statement](#) on the Keystone-SDA website.
- 8.3 Swiss substantive law shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules.
- 8.4 The exclusive place of jurisdiction and performance shall be the registered office of Keystone-SDA.
- 8.5 These GTC replace all previous editions of the GTC of Keystone-SDA, KEYSTONE and SDA. They are also available in German, French and Italian. In the event of contradictions, the German version shall take precedence.

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