

General terms and conditions governing advertising at ProMedia Group.nl

Version: 01 April 2020

These general terms and conditions govern all agreements between the companies belonging to the ProMedia Group.nl and its customers in relation to Advertisements.

Article 1 – Definitions

These conditions use the following definitions:

Advertiser: the natural person or legal entity who or which places an Order with ProMedia Group.nl.

Advertisement: the advertisement or promotional message for the benefit of the Advertiser.

Advertising Materials: the materials used to create an Advertisement.

Advertorial: advertisement or promotional message with an editorial and commercial aspect.

Service: a service offered by ProMedia Group.nl which ProMedia Group.nl provides as commissioned by and/or for the benefit of the Advertiser.

Digital Service: a Service based on which ProMedia Group.nl offers advertising space using an electronic communication network and/or software, available online or offline, using a website, app, or otherwise.

Repeated placement: each successive provision of a Service concerning the same Advertisement.

Submission date: the latest date on which ProMedia Group.nl still accepts print-ready materials from the Advertiser for a specific advertisement placement.

Order: the order for the provision of Services.

Agreement: the agreement concluded between ProMedia Group.nl and the Advertiser.

Partner: a customer who receives editorial attention and possible banner space and other advertisements on a specific website of ProMedia Group.nl in exchange for an agreed monthly fee.

Placement costs: the fee due by the Advertiser for the provided Services.

ProMedia Group.nl: ProMedia Holding B.V., with registered offices in (3013 AL) Rotterdam at Weena 505 B18, registered in the Commercial Register of the Chamber of Commerce with number 61700282, as well as the subsidiaries/companies set out in Article 2, acting jointly using the name ProMedia Group B.V.

Closing date: the latest date on which ProMedia Group.nl still accepts Orders from the Advertiser for specific Services.

Conditions: these general (advertising) terms and conditions.

Article 2 – Identity of ProMedia Group.nl

Name of the user: ProMedia Group.nl, consisting of the group of companies set out below.

Registered offices: Weena 505 B18, 3013 AL Rotterdam

Availability: Monday to Friday from 09:00 to 17:00 at telephone number +31(0)10-2801000

Email address: customerdesk@promedia.nl

Website: www.promedia.nl

ProMedia Group.nl consists of the following group of companies:

1. ProMedia Holding B.V., CoC number: 61700282;
2. ProMedia Publishing B.V., CoC number: 20129682;
3. ProMedia NT B.V., CoC number: 24397131;
4. ProMedia Events & Conferences B.V., CoC number: 30142004;
5. ProMedia MBM B.V., CoC number: 72588772.

Article 3 – Applicability of and amendments to the Conditions

1. These Conditions govern all Agreements between ProMedia Group.nl and the Advertiser. The Conditions can be found easily in electronic format on the website of ProMedia Group.nl and will be immediately provided upon request at no cost.
2. The conditions used the Advertiser are explicitly rejected by ProMedia Group.nl and are not part of the Agreement, unless ProMedia Group.nl has explicitly accepted these conditions in writing.
3. ProMedia Group.nl has the right to amend the Conditions. Amendments to the Conditions also apply to any existing Agreements. ProMedia Group.nl will communicate any amendments to the Conditions prior to their introduction through its website and newsletters. The amended Conditions will take effect two weeks after their announcement, or as much later as determined in the announcement.

Article 4 – Offers and conclusion of the Agreement

1. ProMedia Group.nl usually has a price book with default rates for each advertiser, but ProMedia Group.nl reserves the right to make an offer deviating from the price book subject to conditions determined by ProMedia Group.nl.
2. ProMedia Group.nl cannot be held to its quotations or offers if the Advertiser can reasonably understand that the quotations or offers contain an obvious mistake or error.
3. The Agreement will be concluded by the written acceptance of the quotation or offer made by ProMedia Group.nl to the Advertiser, or by placing the advertisement of the Advertiser.
4. An electronic message will be considered equal to a written message for the purpose of the Conditions.

Article 5 – Price, invoicing, payment and cancellation

1. All Orders are governed by the rates charged at the moment of, or during the period of, the provision of the Services by ProMedia Group.nl, or the specifically agreed rates. ProMedia Group.nl reserves the right to claim an advance. All prices charged by ProMedia Group.nl exclude VAT and shipping and administrative expenses.
2. ProMedia Group.nl can amend the prices and rates. Amended prices and rates will apply from the moment they have been communicated in writing.
3. Payment by the Advertiser must take place within 14 days of the invoice date.
4. If the Advertiser exceeds a payment period, this will lead to a situation of default without notice being required. If the payment period is exceeded, ProMedia Group.nl has the right to charge a delay interest of 1% on the amount due per month or a part thereof, unless the statutory commercial interest is higher, in which case the statutory commercial interest will be due. The Advertiser is liable

for all judicial and extrajudicial costs (including lawyer fees) incurred by ProMedia Group.nl for the collection of invoices, which costs amount to 15% of the principal including interest with a minimum of EUR 50 per Advertisement.

5. The Advertiser does not have the right to suspend its payment obligations. The Advertiser is not permitted to settle any payment obligation vis-à-vis ProMedia Group.nl on whatever ground with any claim of the Advertiser on ProMedia Group.nl.

6. ProMedia Group.nl has the right to suspend its fulfilment of any obligation, including, but not limited to, the provision of Services to the Advertiser as long as the Advertiser has not met all its (payment) obligations vis-à-vis ProMedia Group.nl on whatever grounds. ProMedia Group.nl will not be liable for damage caused when it exercises this right of suspension.

7. Complaints about an invoice must be submitted to ProMedia Group.nl within three weeks of the invoice date on pain of forfeiture.

8. In the event of cancellation of an advertising agreement by the client, ProMedia Group.nl is entitled to charge an amount to the client that it considers reasonable, up to a maximum of the full amount of the advertising agreement. In case of cancellation:

- a) in the period up to 9 months before the publication date, 25% of the complete contract price (as in force at the moment of cancellation);
- b) in the period between 9 and 6 months before the publication date, 50% of the complete contract price (as in force at the moment of cancellation);
- c) in the period between 6 and 3 months before the publication date, 75% of the complete contract price (as in force at the moment of cancellation);
- f) in the period between 3 months before the publication date and the moment of publication itself, 100% of the complete contract price (as in force at the moment of cancellation).

9. Cancellation has to be in writing always, stating the reason of cancellation.

Article 6 – Delivery, implementation, and risk

1. If the Advertiser fails to provide ProMedia Group.nl with proper, reproducible, and complete Advertising materials on time and/or fails to provide materials that are suitable for the reproduction method of the medium in question, ProMedia Group.nl has the right to charge any additional costs incurred as a result to the Advertiser.

2. The contracting party is liable for the fulfillment of all obligations arising from the advertising agreement. The contracting party who enters into an advertising agreement in his own name but for the benefit of an advertiser guarantees compliance with this agreement by the advertiser.

3. Insofar as the Order concerns the provision of Services, not including Digital Services, the Advertising materials must be in the possession of ProMedia Group.nl before the Submission Date of (the version of) the publication in question determined by ProMedia Group.nl, which date is 3 (three) weeks before the publication date for Advertisements in Magazines, and 1 (one) week before the publication date for Advertisements in Newspapers.

4. The Advertiser can make minor changes or additions up to 2 (two) business days before the deadline of the production date. ProMedia Group.nl will not be liable for the provision of incorrect, late and/or incomplete data by the Advertiser. Changes or additions will be carried out by ProMedia Group.nl insofar as ProMedia Group.nl considers this reasonably possible.

5. ProMedia Group.nl reserves the right to make changes to materials provided to it by the Advertiser it considers necessary or desirable based on editorial or operational/technical reasons or otherwise when preparing, placing and/or arranging Advertisements and/or publications, or to refuse Advertisements and/or publications, without this resulting in any right to compensation or a refund of the agreed price.

6. The Advertiser is and remains responsible for the content of the offered Advertisements and indemnifies ProMedia Group.nl against any claims by third parties in relation to (potential) illegitimate content in Advertisements.

6. The Advertiser guarantees that Advertising Materials provided in a digital format are secure and do not contain viruses, Trojan horses, worms, or other programs that can damage the computer systems, computer programs, or media of ProMedia Group.nl in any way.

8. ProMedia Group.nl is in no way liable for spelling errors, typing errors, printing errors, print and colour deviations, or the quality of the printed Advertisement.

9. ProMedia Group.nl has the right to hire third parties for the implementation of an Order and to accept any limitation of liability of this third party on behalf of the Advertiser.

Article 7 – Industrial and intellectual property rights

1. All (intellectual) property rights on the (Advertising) Materials created and/or revised by or on behalf of ProMedia Group.nl are vested with ProMedia Group.nl.

2. The Advertiser may without the prior written permission of ProMedia Group.nl not copy, publish, or distribute any publications of ProMedia Group.nl, unless these are publications in which the Advertiser is mentioned by name and these are provided with a clear reference to the source.

3. The Advertiser indemnifies ProMedia Group.nl against any claims by third parties in relation to any infringements on intellectual property rights of third parties in the materials provided for the Advertisement(s).

Article 8 – Shortcoming, liability, and force majeure

1. If the Advertiser fails to fulfil its obligations arising from the Agreement, ProMedia Group.nl has the right to suspend the implementation of the Agreement for the duration of the force majeure.

2. If the Advertiser still fails to fulfil its obligation after receipt of a written notice of default stipulating a period for fulfilment, ProMedia Group.nl will have the right to fully or partially dissolve the Agreement.

3. Suspension or dissolution by ProMedia Group.nl does not release the Advertiser from its obligation to fully pay the fee arising from the Agreement.

4. Suspension or dissolution is without prejudice to the right of ProMedia Group.nl to claim compensation from the Advertiser for damage arising from this or related to this.

5. The Advertiser is liable for all damage suffered by ProMedia Group.nl as a result of a failure of the Advertiser to comply with its obligations arising from the Agreement. The damage for which the Advertiser must provide compensation includes any direct and indirect damage (to be) suffered by ProMedia Group.nl, as well as any costs incurred by ProMedia Group.nl for, inter alia, legal assistance.

6. ProMedia Group.nl can only be held liable for damage suffered by the Advertiser in case of intent or gross negligence attributable to ProMedia Group.nl.

7. ProMedia Group.nl will not be liable for consequential damage suffered by the Advertiser, including, but not limited to, loss of profit, reputational damage, and claims by third parties.

8. The liability of ProMedia Group.nl is limited to the amount paid by the insurance of ProMedia Group.nl in the relevant situation, plus the co-payment which must be borne by ProMedia Group.nl based on the policy conditions of this insurance in this case. The claim for payment of damage by the Advertiser will only become exigible once the insurer has paid compensation to ProMedia Group.nl.

9. If no payment takes place based on the insurance referred to in the previous paragraph for any reason, the liability of ProMedia Group.nl will be limited to the total of the amounts invoiced to the Advertiser in the past 12 months, with a maximum of € 10,000.

10. Shortcomings in the performance of the Agreement cannot be attributed to ProMedia Group.nl if these are not its fault and/or if it is not responsible for these pursuant to legal provisions, the Agreement, or common perception. These (force majeure) situations will not give the Advertiser the right to suspend its (payment) obligations or to dissolve the Agreement.

11. If ProMedia Group.nl is affected by unforeseen circumstances or a situation of force majeure, ProMedia Group.nl has the right to suspend the implementation of the Agreement as long as the situation persists, or to dissolve the Agreement, such at the discretion of ProMedia Group.nl. In this case, ProMedia Group.nl will not be required to pay any form of compensation to the Advertiser. A situation of force majeure will exist in case of, but not limited to, shortcomings of suppliers or other partners of ProMedia Group.nl, telecommunications disruptions, (unforeseen) government measures, as well as any other situations over which ProMedia Group.nl cannot exert any control.

12. The Agreement may only be terminated prematurely if this has been explicitly agreed in writing.

13. ProMedia Group.nl has the right to dissolve the Agreement if:

- the Advertiser is in a state of bankruptcy or suspension of payments;

- executory attachment is levied on the assets of the Advertiser or if it otherwise loses the right to dispose of its assets;
- any circumstances of such nature occur that compliance with the Agreement becomes impossible, or if compliance may no longer reasonably be demanded from ProMedia Group.nl;
- a situation of force majeure exists for at least 2 (two) months.

14. After interim termination or dissolution based on the previous paragraph, all pending claims on the Advertiser at that time will become immediately exigible and ProMedia Group.nl will not be required to pay any form of compensation.

Article 9 – Processing of personal data

1. ProMedia Group.nl will register the data of the Advertiser for the implementation of the Agreement and to be able to inform the Advertiser about the (other) products and services offered by ProMedia Group.nl. Registration will take place in accordance with the privacy statement of ProMedia Group.nl.

2. If the Advertisement contains personal data, ProMedia Group.nl will serve as the (sub-)processor with respect to these data, and the Advertiser will serve as the controller within the meaning of the General Data Protection Regulation (GDPR). ProMedia Group.nl will exclusively process these data for the purpose of the implementation of the Agreement.

3. Insofar as the processing of the personal data referred to in paragraph 2 is within the scope of the GDPR, ProMedia Group.nl undertakes the following with respect to these data:

- a) to solely process the personal data for the purpose set out in paragraph 2 and in accordance with any written instructions provided by the Advertiser prior to the conclusion of the Agreement;
- b) unless insofar as publication and/or transfer is the goal, to treat the personal data confidentially and not share them with third parties (not including sub-processors) without the prior written permission of the Advertiser;
- c) to take suitable technical, physical, and organisational measures to ensure the secure processing, storage, and retention;
- d) when requested, to help the Advertiser comply with its obligation to answer any requests by data subjects to exercise their rights, insofar as possible;
- e) to not keep the personal data any longer than reasonably necessary, and to destroy these data, including the data and information derived from the provided data, and any copies it has created, immediately after the complete fulfilment of the Agreement, with the proviso that ProMedia Group.nl will always have the right to keep the personal data as part of its (digital) archive;
- f) to not process the personal data (or have them processed) in countries outside of the European Union, unless this is legally permitted;
- g) to immediately inform the Advertiser and submit a report within a reasonable period if ProMedia Group.nl is aware of or suspect any unauthorised use, security incidents, or data breaches related to the personal data, and to cooperate with the Advertiser to retrieve these data, and, if necessary, inform data subjects and prevent any further unauthorised use, distribution, or publication;
- h) to immediately inform the Advertiser if a competent body has filed a legally binding request for the provision of personal data, unless this notice is not permitted;
- i) to give the Advertiser the opportunity to verify the implementation of and compliance with the agreements on retention and use of personal data set out above.

4. ProMedia Group.nl can make use of third parties in the context of the implementation of the Agreement, which third parties will be considered sub-processors in relation to any personal data in the Advertisement. ProMedia Group.nl will ensure that these sub-processors will be bound to the same or similar obligations as imposed on ProMedia Group.nl pursuant to paragraph 3 of this article. ProMedia Group.nl will inform the Advertiser about these sub-processors at its request. The Advertiser can object against the provision of the personal data in the Advertisement to these sub-processors. ProMedia Group.nl will have the right to dissolve the Agreement in this case.

Article 10 – Applicable law and competent court

1. The Agreement is governed by the laws of the Netherlands. The applicability of the CISG is excluded.
2. All disputes arising from or related to the Agreements will exclusively be submitted to the competent District Court of Zeeland-West-Brabant.

Article 11 – Other provisions

1. If a provision of the Conditions is or becomes fully or partially unenforceable, the other provisions will remain in full force and effect. In this case, the unenforceable provision will be deemed to have been replaced by a provision which is enforceable and which deviates from the content and scope of the original provision as little as possible.
2. ProMedia Group.nl has the right to transfer its rights and/or obligations arising from the Agreement concluded with the Advertiser to subsidiaries and/or group companies or to legal successors, based on which ProMedia Group.nl will be released from its obligations vis-à-vis the Advertiser. The Advertiser is required to grant all necessary cooperation required for such transfer at the first request of ProMedia Group.nl.
3. Rights of the Advertiser arising from the Agreement cannot be transferred without the prior written permission of ProMedia Group.nl. This provision has a property law-related effect within the meaning of Article 3:83(2) DCC.