

## **General terms and conditions governing subscriptions and webshop of ProMedia Group**

Version: November 2023

These general terms and conditions govern all agreements between the companies belonging to the ProMedia Group and its customers concerning the provision of Content and Services.

### **Article 1 – Definitions**

These conditions use the following definitions:

**Subscription:** an Agreement in which ProMedia Group undertakes to periodically deliver Content and/or a Service to a Customer during the subscription period until the moment of valid termination by the Customer or termination by ProMedia Group.

**Content:** all works, documents, information, and other materials, in whatever form, whether or not digitally, published by ProMedia Group or third parties, and sold or made available by ProMedia Group, whether or not online, including, but not limited to, books, paper and digital newsletters, e-books, and magazines.

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

**Digital Content:** all Content made available in a digital format, not on a digital carrier, including Content made available as a digital copy (download) or Digital Service (licence).

**Digital Service:** a Service based on which ProMedia Group grants access to Digital Content to the Customer and possible additional features using an electronic communication network and/or software, available online or offline, using a website, app, or otherwise.

**User:** a natural person who has the right to make use of Content and/or a Service based on the Agreement or the Conditions.

**Customer:** the natural person or legal entity acting for purposes related to commercial activities, corporate activities, or professional activities, who or which concludes an Agreement with ProMedia Group.

**Agreement:** the Agreement between ProMedia Group and the Customer concerning the sale or provision of Content and/or a Service in whatever form and by any means.

**ProMedia Group:** 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.

**Conditions:** these general terms and conditions.

### **Article 2 – Identity of ProMedia Group**

Name of the user: ProMedia Group, 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](mailto:customerdesk@promedia.nl)

Website: [www.promedia.nl](http://www.promedia.nl)

ProMedia Group consists of the following group of companies:

1. ProMedia Holding B.V., CoC number: 61700282;
2. ProMedia Group Services B.V., CoC number: 20129682;
3. ProMedia Publishers B.V., CoC number: 24397131;
4. ProMedia Productions B.V., CoC number: 30142004;
5. Mobility Media B.V., CoC number: 56939361.

### **Article 3 – Applicability of and amendments to the Conditions**

1. These Conditions govern all Agreements between ProMedia Group and the Customer. The Conditions can be found easily in electronic format on the website of ProMedia Group and will be immediately provided upon request at no cost.
2. The conditions used by the Customer are explicitly rejected by ProMedia Group and are not part of the Agreement, unless ProMedia Group has explicitly accepted these conditions in writing.
3. ProMedia Group has the right to amend the Conditions. Amendments to the Conditions also apply to any existing Agreements. ProMedia Group 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. Offers made by ProMedia Group will be considered an invitation issued to the Customer to make an offer and can therefore not be accepted. The Customer makes the offer by placing an order or request for the provision of Content or a Service.
2. The Agreement will be concluded by the written acceptance of an order or request submitted by the Customer by ProMedia Group, or by the actual implementation of the Agreement concerning the order by ProMedia Group. ProMedia Group will always have the right to refuse an order or request submitted by the Customer.
3. An electronic message will be considered equal to a written message for the purpose of the Conditions.
4. Articles 6:227(b)(1) and 6:227(c) DCC do not apply.

### **Article 5 – Price, invoicing, and payment**

1. The provision of Content and Services takes place at the prices and rates in effect at the time the Agreement was concluded. All prices charged by ProMedia Group exclude VAT and shipping and administrative expenses.
2. ProMedia Group can (annually) amend its prices and rates, including in relation to the annual indexing. A scheduled price change will be communicated by ProMedia Group in advance. Amended prices and rates will apply from the time they are listed.
3. Payment by the Customer must take place no later than within 14 days of the moment on which the Agreement is concluded to the bank and/or giro account indicated by ProMedia Group, unless (advance) payment has taken place by credit card, iDeal, or another method permitted by ProMedia Group.
4. If the Customer exceeds a payment period, this will lead to a situation of default without notice being required. If the payment period is exceeded, ProMedia Group 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 Customer will be liable for all judicial and extrajudicial costs (including lawyer fees) incurred by ProMedia Group in relation to the collection of its invoices with a minimum of 15% of the invoice amount due, including interest.

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

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

#### **Article 6 – Delivery, implementation, and risk**

1. Provision of Digital Content will take place by sending a digital copy or an access code or verification method for a Digital Service to an email address indicated by the Customer for this purpose. Digital Content will only be made available (as a license) in accordance with Article 7 below.

2. An access code or verification method is strictly personal. The Customer will handle the access code or verification method in a strictly personal and confidential manner. The Customer may not place the access code or verification method on publicly accessible places or share them with more persons or third parties, unless such provision is explicitly permitted in writing by ProMedia Group. If the Customer knows, or should reasonably know, that unauthorised third parties can use the access code or verification method, it will immediately inform ProMedia Group.

3. The risk of loss and damage will be borne by the Customer from the moment of the provision of the Content.

4. ProMedia Group strives to provide the Content to the Customer after the conclusion of the Agreement. This period is explicitly a target period, not a deadline.

5. The Customer can dissolve the Agreement if the delivery has been delayed for more than thirty days.

6. ProMedia Group reserves the ownership of all objects delivered to the Customer until the Customer has fully paid all it owes or will owe to ProMedia Group on any ground. This is a so-called extensive or extended reservation of ownership.

#### **Article 7 – Use of Digital Content (licence)**

1. ProMedia Group will only grant the Customer a non-exclusive, non-transferable, and non-sublicensable right to use (a license) the Digital Content and any software needed for this use.

2. The right of use of the Customer will be granted for the duration of the Agreement. In case of the sale of e-books, ProMedia Group will grant the Customer a right of use for the duration of maximum ten years.

3. Unless explicitly stated otherwise in writing, the right of use is limited to the right to consult and use the Digital Content for personal and non-commercial use or for internal business purposes. The Customer will not copy or publish Digital Content, except insofar as provided for in the Conditions and the Dutch Copyright Act. The Customer may never sell or rent out the Digital Content. The right of use may also only be exercised by Users. If the Agreement does not stipulate who the Users are and how many Users there are, the right of use may only be exercised by one User.

4. The Customer is not permitted to make the Digital Content available for use by any third party which is not a User, unless ProMedia Group has given written permission for this in advance.

5. By way of deviation from the above, the Customer may publish or copy parts of the Digital Content for the sole purpose of providing explanations in an educational context, insofar as this is justified by the intended, non-commercial purpose, provided that:

- the Customer can be considered a non-commercial educational institution;
- the Customer, insofar as reasonably possible, clearly indicates the source, including the name of the creator;
- the Customer pays a fair fee to the creator or its beneficiaries;
- the other conditions of Article 16 of the Dutch Copyright Act are met.

6. The Customer can contact Stichting PRO (Stichting Publicatie- en Reproductierechten, PO Box 3060, 2130 KB Hoofddorp, [www.stichting-pro.nl](http://www.stichting-pro.nl)) for the payment of the statutory fair compensation.

7. ProMedia Group or its licensor(s) may take technical measures to protect their intellectual property

rights. The Customer may not remove, avoid, or bypass these security measures.

8. ProMedia Group or its licensor(s) may, insofar as reasonably necessary to enforce intellectual property rights, impose (temporary) restrictions concerning the scope of the right of use or the number of devices or types of devices that can be used to access the Digital Content.

9. If the Customer acts in violation of this Article, ProMedia Group may suspend the access to the Digital Content in question or the web account of the Customer with immediate effect, without prejudice to the right of ProMedia Group to recover any damage (including costs incurred) caused by or related to the infringement in question from the Customer. ProMedia Group will not be liable for the consequences of the suspension.

10. Temporary restricted access to or temporary limited availability of Digital Content do not give the Customer the right to suspend the payment of the amounts due. The Customer is not entitled to a refund of any fees paid by it in case of temporary blocked or restricted access to the Digital Content.

### **Article 8 – Availability and use of Digital Services**

1. ProMedia Group strives for the best possible availability of Digital Services, but cannot give any guarantees concerning this availability.

2. ProMedia Group will conduct any necessary maintenance which could impede the availability of Digital Services outside of regular office hours as much as possible.

3. The Customer is not permitted to fully or partially incorporate or merge software used for the Digital Services into or with software not provided by ProMedia Group, unless ProMedia Group has given express written permission for this.

4. Decompiling, reverse engineering, or any form of translating or processing of software is not permitted, unless and exclusively insofar as these actions are fully covered by what is permitted by the Dutch Copyright Act.

5. The Customer must arrange equipment, software, and other (i.e. telecommunications) facilities needed to use the software at its own risk and account. The Customer is responsible for the adequate security and virus protection of its (computer) systems.

6. Software used for Digital Services will be provided to the Customer without any warranties in the state it is in at the moment of delivery ("as-is"). ProMedia Group does not guarantee that the software is suitable for a specific purpose, is free from errors, will work without interruptions, or that shortcomings in the software will be corrected.

7. Temporary restricted access to or temporary limited availability of Digital Services do not give the Customer the right to suspend the payment of the amounts due. The Customer is not entitled to a refund of any fees paid by it in case of temporary impeded or restricted access to Digital Services.

8. The Customer and Users are required to provide their own name when creating accounts used for Digital Services. Aliases are not permitted. If the Customer believes that someone else makes use of its account or an account of Users, the Customer will immediately inform ProMedia Group.

9. The Customer is not permitted to make the Digital Services available for use by any third party which is not a User, unless ProMedia Group has given written permission for this in advance.

10. Uploading viruses or harmful code, hacking, spamming, or conducting DDoS attacks is not permitted.

11. The Customer is exclusively responsible for the content it places on Digital Services. The Customer guarantees that it is authorised to place this content and that this does not infringe on rights of third parties. The Customer indemnifies ProMedia Group against claims by third parties in this respect. ProMedia Group cannot be held liable for incompleteness or inaccuracy of the content placed by the Customer.

12. Placing content which is illegal, illegitimate, discriminatory, threatening, pornographic, or which infringes on the privacy of others is not permitted. Conduct in violation of generally accepted standards and values, such as inappropriate and insulting language, racism, prejudices, bullying, and intimidating, is not permitted.

13. If the Customer acts in violation of this article, ProMedia Group may remove content placed by the Customer and suspend the access to the account used for the Digital Services of the Customer with immediate effect, without prejudice to the right of ProMedia Group to recover any damage (including costs incurred) caused by or related to the infringement in question from the Customer. ProMedia

Group will not be liable for the consequences of the suspension of the access to the account.

### **Article 9 – Sale of Digital Content by the Customer**

1. The Customer may not make Digital Content offered as a version for use publicly available, for example by selling the version (or a copy thereof), offering the version (or a copy thereof) for sale, making the version (or a copy thereof) temporarily available against remuneration, or making the version (or a copy thereof) temporarily available without remuneration.
2. Insofar as any use based on copyrights with respect to Digital Content can be invoked within the meaning of Article 12(b) of the Dutch Copyright Act, the Customer will have the right to make the provided digital copy publicly available, by way of deviation from the provisions of the first paragraph, if:
  - it has obtained a right of use for an indefinite period from ProMedia Group with respect to the copy itself;
  - it has paid ProMedia Group a fee which corresponds to the economic value of the copy;
  - it transfers both its right of use and the copy itself, and it makes its own copy demonstrably unusable.
3. The Customer may never make Digital Content temporarily available, against or without remuneration.

### **Article 10 – Guarantees and returns**

1. ProMedia Group guarantees that the Content and the Services comply with the Agreement, the specifications listed in the offer, the reasonable requirements of soundness and/or usability, and the statutory requirements in force on the date on which the Agreement is concluded. However, ProMedia Group cannot guarantee the absence of errors or the completeness of Content or Services.
2. The Customer has the right to return any Content delivered on a physical carrier to ProMedia Group within 14 days of receipt. ProMedia Group will only accept returns if it receives the physical carrier in unused condition, undamaged, and with the original packing slip or invoice, and if the Customer states a reason for the return in writing.
3. Digital Content made available as a digital copy (download) or through a Digital Service (licence), including e-books, and Content created in accordance with the specifications of the Customer, cannot be returned.
4. If the return meets the conditions set out in the second paragraph, ProMedia Group will refund the amount paid by the Customer, including any shipping costs and administrative fees of the initial shipment within 30 days of the date on which the return was received.
5. By way of deviation from the above, orders by distributors, bookstores, and retailers are explicitly not subject to a right to return them. If ProMedia Group does accept returns in a specific case, this may be made subject to conditions.

### **Article 11 – Complaints**

1. The Customer must check the provided Content and/or Services for shortcomings immediately after the delivery, and submit any complaints to ProMedia Group within 7 days of the delivery in writing with a clear and complete explanation. ProMedia Group will handle the complaint in accordance with its complaints procedure. If no complaint is submitted on time, any claim vis-à-vis ProMedia Group related to shortcomings in the provided Content and/or Services will expire.
2. Complaints will be answered within a period of 14 days of the date of receipt. If a complaint requires a longer handling period, ProMedia Group will provide an answer with a confirmation of receipt within the period of 14 days, including an indication of when the Customer can expect a more detailed answer.
3. Filing a complaint does not suspend the payment obligation of the Customer.

## **Article 12 – Subscriptions**

1. All subscriptions offered by ProMedia Group will be concluded for a period of one year, unless stated otherwise in writing. The Customer can terminate the subscription at any time with effect from the end of this period with due observance of a notice period of one month.
2. After the expiry of one year, subscriptions for business customers shall be automatically renewed for a period of one calendar year. All trial subscriptions shall be converted into a subscription for a period of one year in accordance with the provisions of paragraphs 1 and 2 on expiry of the trial period, unless timely notice of termination is given.
3. After the expiry of one year, the subscription for private customers shall be tacitly renewed each time for a period of three months. Private customers can subsequently cancel the subscription at any time subject to one month's notice. All trial subscriptions are automatically terminated after the expiry of the trial period.
4. Termination must take place in writing or by e-mail. The termination notice can be addressed to ProMedia Group, Weena 505 B18, 3013 AL Rotterdam or to [klantenservice@promedia.nl](mailto:klantenservice@promedia.nl).
5. Magazine subscription fees do not include VAT but do include shipping costs, unless stated otherwise in writing.

## **Article 13 – Processing of personal data**

1. ProMedia Group will register the data and information of the Customer for the implementation of the Agreement and to be able to inform the Customer about the (other) products and services offered by ProMedia Group. Registration will take place in accordance with the privacy statement of ProMedia Group.
2. If personal data of third parties are generated when taking out subscriptions or making purchases through the webshop, ProMedia Group acts as the controller with respect to these data within the meaning of the General Data Protection Regulation (GDPR). ProMedia Group 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 undertakes the following with respect to these data:
  - a) to exclusively process the personal data for the purpose set out in paragraph 2;
  - 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), unless this is necessary for the implementation of the Agreement;
  - c) to take suitable technical, physical, and organisational measures to ensure safe processing, storage, and retention;
  - d) when requested, to assist the Customer with complying 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 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 inform the Dutch Data Protection Authority, and, if necessary, the Participant, within the statutory period if ProMedia Group becomes aware of a serious data breach in relation to the personal data;
4. ProMedia Group 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 generated through the use of the services of ProMedia Group. ProMedia Group will ensure that these sub-processors will be bound to the same or similar obligations as imposed on ProMedia Group pursuant to paragraph 3 of this article.

## **Article 14 – Force majeure**

1. In addition to the provisions of Article 6:75 DCC, a shortcoming cannot be attributed to ProMedia Group in case of a circumstance beyond the control of ProMedia Group, including war, the risk of war,

mobilisation, riots, (work) strikes or lock-outs, fires, floods, illness and/accidents of its staff, computer disruptions, cyberattacks or hacks, company interruptions, and affected production capacity, a lack of raw materials or packaging materials, transport delays, judicial intervention, import restrictions, epidemic or pandemic or other restrictive measures imposed by the government, as well as any other impeding circumstance which does not solely depend on the will of ProMedia Group, such as a missing or late delivery of goods and services by third parties hired by ProMedia Group.

2. In this case, the obligations of ProMedia Group will be suspended. ProMedia Group and the Customer will only have the right to fully or partially dissolve the Agreement after expiry of a period of six months. Suspension and dissolution will not lead to any obligation to pay compensation, even if ProMedia Group enjoy any benefits as a result.

#### **Article 15 – Liability**

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

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

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

4. The limitation of liability of ProMedia Group will not apply in case of intent or deliberate recklessness attributable to ProMedia Group.

#### **Article 16 – Intellectual property rights**

1. All intellectual property rights, including, but not limited to, copyrights, model rights, database rights, trademarks, trade name rights, and patent rights, and any other rights to or related to the Content and/or Services and associated know-how will be vested with ProMedia Group and its licensors.

2. The Customer may not fully or partially copy or publish Content and/or Services provided and/or made available to the Customer by ProMedia Group without the prior written permission of ProMedia Group, unless and insofar as this is explicitly permitted pursuant to the Agreement, the Conditions, or mandatory statutory rules.

3. Nothing in the Agreement or the Conditions can be interpreted as the transfer of intellectual property rights related to the Content and/or Services.

#### **Article 17 – Termination of the Agreement**

1. ProMedia Group can fully or partially dissolve the Agreement in writing with immediate effect without notice of default being required or owing any form of compensation or payment if:

- the Customer infringes on any intellectual property rights on the Content and/or Service;
- the Customer is granted suspension of payments;
- the bankruptcy of the Customer is requested;
- the Dutch Natural Persons Debt Restructuring Act is applied with respect to the Customer;
- the company of the Customer is dissolved, liquidated, terminated otherwise and/or transferred to a third party without the prior written permission of ProMedia Group.

2. The provisions of the previous paragraph of this article are without prejudice to termination pursuant to legal provisions.

3. In case of termination of the Agreement, all payments due to ProMedia Group by the Customer will become immediately due and payable in full.

4. Dissolution of the Agreement will lead to the immediate termination of the rights of the Customer related to the use of the Content and/or Service.

5. ProMedia Group will always have the right to terminate the Agreement with due observance of a notice period of one month, unless determined otherwise in the Agreement.

**Article 18 – 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 19 – 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 has the right to transfer its rights and/or obligations arising from the Agreement concluded with the Customer to subsidiaries and/or group companies or to legal successors, based on which ProMedia Group will be released from its obligations vis-à-vis the Customer. The Customer is required to grant all necessary cooperation required for such transfer at the first request of ProMedia Group.
3. Rights of the Customer arising from the Agreement cannot be transferred without the prior written permission of ProMedia Group. This provision has a property law-related effect within the meaning of Article 3:83(2) DCC.