

## General Terms and Conditions of Service Adservice BV

**1.1. Adservice BV** (KVK: 59986212), with its registered address: Velmolenweg 54 A 5404 LD, Uden the Netherlands. Also referred to as: **“we”, “us”** and **“our”**.

**1.2. Customer.** The legal entity or Consumer with whom Adservice BV has entered into a legally binding agreement. (**“you”** and **“your”**)

**1.3. Consumer:** a Customer who is an individual acting for private purposes.

**1.4. Parties:** Both Adservice BV me and Customer.

**1.5. Service(s):** All Services made available to Customers via Adservice BV online platform, plugins, third-party websites or any other Service offered by us.

**1.6. Terms:** These General Terms and Conditions of Service.

## 2. Applicability

These Terms will apply to all quotations, offers, activities, orders, agreements and deliveries of Services by or on behalf of Adservice BV. Parties can only deviate from these Terms if they have explicitly agreed upon it in writing. The Parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions from the Customer and/or any third parties.

## 3. Prices and Services

All prices used by Adservice BV are in Euros (€), exclusive of any applicable VAT and other costs such as administration costs and taxes, unless expressly stated or agreed otherwise. Adservice BV is entitled to adjust all prices for its products or Services, shown on its website or otherwise, at any time. The most recent prices that apply can be found on the following URL: [www.AdserviceBV/pricing](http://www.AdserviceBV/pricing). We may increase the fees of our Services or parts thereof. Also when such an increase is a result of any circumstances which Adservice BV could not foresee at the time of making an offer or at the moment of the conclusion of the agreement. Only Consumers have the right to terminate an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of a statutory regulation.

In accordance with our advertisements and pricing section on our website, each Customer may order a lifetime access to our Services. When a Consumer orders such a deal, it means it can use during his/her

natural life of our Services. When a corporate body orders such a lifetime subscription it shall expire in fifteen (15) years after the conclusion of the Agreement. In the case of a lifetime subscription to our Services, we may downgrade non-essential Services or stop offering certain functionalities or tools.

#### **4. Consequence of late payment**

If the Customer does not pay within the agreed term, Adservice BV is entitled to charge an interest of 1% per month from the day the Customer is in default. When the Customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Adservice BV.

The collection costs are calculated on the basis of the reimbursement for extrajudicial collection costs. If the Customer does not pay on time, Adservice BV may suspend its obligations until the Customer has met his payment obligation. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the Customer, the claims of Adservice BV on the Customer are immediately due and payable.

If the Customer refuses to cooperate with the performance of the agreement by Adservice BV, he is still obliged to pay the agreed fees to Adservice BV. The Customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

#### **5. Free Trial and Cancellation**

Each Customer may register on Adservice BV's website and use a free trial period of fourteen (14) days. You understand and agree that any data or (intellectual) property created during the trial period could be permanently lost after its expiration. You acknowledge and agree that during the free trial period our Services are provided "as is" without any representation or warranty of any kind. A Consumer may cancel an online purchase during a cooling-off period of fourteen (14) days without giving any reason, unless the use of the Services already has commenced. The Consumer can notify his right of cancellation via info@Adservice BV. If the purchase costs are eligible for reimbursement according to the applicable law, Adservice BV will refund these costs to the Consumer within fourteen (14) days.

#### **6. Ownership and right of retention**

Adservice BV remains the owner of all the Services that are offered. Adservice BV can invoke its retention of title and restrict access to the Services. If Adservice BV invokes its retention of title, the agreement will be dissolved and Adservice BV has the right to claim compensation, lost profits and interest.

#### **7. Settlement**

The Customer waives his right to offset any debt it owes to Adservice BV with any claim on Adservice BV.

## **8. Access**

After the online order has been completed, Adservice BV grants you access to our Services. If the agreed price is not paid on time, Adservice BV has the right to suspend its obligations until the agreed price is fully paid. In the event of late payment, the Customer is automatically in default.

## **9. Services: Reps and Warranties**

Adservice BV makes the access to the Services available to you. The use of our Services is subject to Customer's compliance with these Terms, and any future agreements. We may modify, limit or discontinue our Services, from time to time and in our sole discretion. Additional terms may apply to new Services. The use of our Services may require Customers to use third party services, which shall be subject to their respective terms of use.

## **10. Indemnity**

The Customer indemnifies and holds Adservice BV harmless against all third-party claims that are related to the products and/or Services supplied by Adservice BV.

## **11. Data Processor Clause**

You as a Customer acknowledges and agrees that you shall at all times act as Data Controller. It means that you determine the purposes and means of the processing of personal data in accordance with all applicable laws. Adservice BV will solely act as a Data Processor under the applicable laws and regulations.

Customer must process all personal data in accordance with its lawful purposes according to the applicable data protection laws and regulations. In addition, it shall maintain policies for minors and children under the age of thirteen (13).

Customer will fully indemnify, and hold Adservice BV harmless against any third-party claim, suit, proceeding or government action arising out of, related to, or alleging unauthorized disclosure of personally identifiable information or other data as a result of a data breach event that falls in the responsibility area of Customer as Data Controller.

## **12. Complaints**

The Customer must examine the Service provided by Adservice BV as soon as possible for possible shortcomings. If a Service does not comply with what the Customer could reasonably expect from the agreement, the Customer must inform Adservice BV as soon as possible, but in any case within two (2) weeks after the discovery of such shortcomings. Consumers must inform Adservice BV of this within two (2) months after detection of the shortcomings. The Customer must give a detailed description as possible of the shortcomings, so that Adservice BV is able to respond adequately. The Customer must

demonstrate that the complaint relates to an agreement between the parties. The Customer must provide any notice of default to Adservice BV in writing. It is the responsibility of the Customer that a notice of default actually reaches Adservice BV on time.

### **13. Limitation of Liability Adservice BV**

Adservice BV is only liable for any damage the Customer suffers if and insofar as this damage is caused by intent or gross negligence. If Adservice BV is liable for any damage, it is only liable for direct damages that result from or is related to the execution of an agreement. Adservice BV is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.

If Adservice BV is liable, its liability is limited to the amount paid by a closed (professional) liability insurance. In the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates. All images, photos, colors, drawings, descriptions on the website are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

### **14. Expiry period**

Customer's right to compensation from Adservice BV shall, in any case, expire within twelve (12) months after the event from which the liability directly or indirectly arises. This provision does not exclude Article 6:89 of the Dutch Civil Code.

### **15. Dissolution**

The Customer has the right to dissolve the agreement if Adservice BV imputably fails in the fulfilment of its obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance. If the fulfilment of the obligations by Adservice BV is temporarily impossible, dissolution can only take place after Adservice BV is in default. Adservice BV has the right to dissolve the agreement with the Customer, if the Customer does not fully or timely fulfil its obligations under the agreement, or if circumstances give Adservice BV good grounds to fear that the Customer will not be able to fulfil his obligations properly.

### **16. Force majeure**

In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Adservice BV in the fulfilment of any obligation to the Customer cannot be attributed to Adservice BV in any situation independent of the will of Adservice BV, when the fulfilment of its obligations towards the Customer is prevented in whole or in part or when the fulfilment of its obligations cannot reasonably be required from Adservice BV.

The preceding force majeure situation referred to also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers,

delivery men or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions, pandemics and epidemics and work stoppages.

If a situation of force majeure arises as a result of which Adservice BV cannot fulfil one or more obligations towards the Customer, these obligations will be suspended until Adservice BV can comply with it. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part. Adservice BV does not owe any compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

### **17. Modification of the agreement**

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly. Adservice BV is entitled to amend or supplement these general terms and conditions. Changes of minor importance can be made at any time. Major changes in content will be discussed by Adservice BV with the Customer in advance as much as possible. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

### **18. Transfer of rights**

The Customer cannot transfer its rights deriving from an agreement with Adservice BV to third parties without the prior written consent of Adservice BV. This provision has a so-called property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

### **19. Consequences of nullity or annulability**

If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Adservice BV had in mind when drafting the conditions on that issue.

### **20. Privacy**

Adservice BV is fully committed to complying with all privacy and data protection laws and regulations, including the EU General Data Protection Act and the California Consumer Privacy Act. Our Privacy and Cookie Policy contains how we handle your personal data. In case of conflicting terms with this Agreement, the stipulations in our Privacy and Cookie Policy shall always supersede. Each Customer is solely responsible for regularly reviewing our Privacy and Cookie Policy.

**21. Applicable law and competent court**

Dutch law is exclusively applicable to all agreements between the parties. The Dutch court in Den Bosch is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.