

General terms and conditions of Sale and Supply

1. Definitions

- 1.1 Customer: a natural or legal person who enters into an Agreement with Sanoma Digital.
- 1.2 General Terms: these general terms and conditions of sale and supply of Sanoma Digital.
- 1.3 Sanoma Digital: the company that declares these General Terms to be applicable to the Agreement, namely Sanoma Digital The Netherlands B.V., Startpagina B.V. or any other company which is part of Sanoma Digital Group The Netherlands B.V.
- 1.4 Services: the services which Sanoma Digital provides to the Customer pursuant to the Agreement. Sanoma Uitgevers B.V. and Sanoma Men's Magazines B.V. have assigned to Sanoma Digital the sale and supply of Services regarding the Websites of Sanoma Uitgevers B.V. and Sanoma Men's Magazines B.V. These Services shall at any rate be deemed to include the offering of advertising space on a Website, the insertion of links to websites or another medium on a Website, the offering of an opportunity to sponsor or be involved in a Website or part thereof, the developing of sponsor and advertising campaigns, the generating of visits to certain websites or another medium via a Website.
- 1.5 Agreement: any agreement concluded by Sanoma Digital and the Customer for the provision of Services.
- 1.6 Party: any party to the Agreement.
- 1.7 Website: a website, mobile website, application, white label version of a (mobile) website offered by Sanoma Digital, Sanoma Uitgevers B.V. or Sanoma Men's Magazines B.V. or an application or another medium that Sanoma Digital, Sanoma Uitgevers B.V. or Sanoma Men's Magazines B.V. owns and operates.

2. Application of these General Terms

- 2.1 These General Terms shall apply to the offer of Services by Sanoma Digital and the performance of Agreements that have been entered into and shall constitute an integral part of the Agreement between Sanoma Digital and the Customer. For the avoidance of doubt, these general Terms shall also apply in the event Sanoma Digital offers and provides Services at the assignment of Sanoma Uitgevers B.V. or Sanoma Men's Magazines B.V. regarding the Websites of Sanoma Uitgevers B.V. and Sanoma Men's Magazines B.V.
- 2.2 Sanoma Digital shall be entitled to amend these General Terms unilaterally. The Customer shall receive timely notice in writing of any significant amendment of these General Terms. An amendment of these General Terms shall apply to any existing Agreement. By continuing to procure Services following the amendment of these General Terms, the Customer shall be deemed to have assented to such amendment.
- 2.3 It shall only be permissible to deviate from these General Terms or one or more of the provisions thereof pursuant to a written agreement entered into by Sanoma Digital and the Customer. Sanoma Digital explicitly repudiates the application of any terms and conditions (general or otherwise) which the Customer uses.

3. Conclusion of the Agreement

- 3.1 An Agreement shall be concluded when Sanoma Digital provides written confirmation of a verbal or written order placed by the Customer, or if the latter accepts in writing a written offer made by Sanoma Digital.
- 3.2 Any Agreement shall be entered into subject to the condition precedent that Sanoma Digital accepts the Customer.
- 3.3 If so requested by the Customer, Sanoma Digital may provide a written quotation for the provision of Services. This quotation shall be valid for the term stipulated in it. In the event that no term is specified in a quotation, the latter shall be valid for a period of fourteen (14) days.
- 3.4 Any statement made by Sanoma Digital in relation to the Services on a Website or otherwise shall be deemed to be an offer free of obligation, and shall be subject to amendment and availability.
- 3.5 Sanoma Digital may at the request of the Customer grant an option for the provision of a Service. However, Sanoma Digital shall be entitled at any time to cancel options it has granted, giving reasons.

4. Fees and payment

- 4.1 The Customer shall pay the fees stipulated in the Agreement for the Services which Sanoma Digital provides, and shall do so in the manner provided for in that Agreement. The parties shall be entitled to agree that all or part of the fees payable for the provision of the Services shall be paid in advance.
- 4.2 Sanoma Digital reserves the right to revise the fees for the Services that are to be provided. Unless expressly agreed otherwise, any such adjustment of the fees shall also apply to the Agreement entered into with the Customer and to Services that have not yet been provided. In the event of a change in the fees, the Customer shall be entitled to terminate the Agreement in respect of those Services that have not yet been provided.
- 4.3 If the Customer pays the fees by direct debit, the Customer will have the opportunity within the refusal period of five (5) days to reverse (have reversed) amounts incorrectly debited by Sanoma Digital.

4.4 If the Customer pays the fees by direct debit and a debit cannot be made, administrative costs in the sum of 2% of the amount of the invoice, with a minimum of € 20 (twenty Euro) (excluding VAT) per invoice, will be charged.

4.5 All fees referred to in the Agreement shall be stated exclusive of Dutch VAT and any other public levy.

4.6 The Customer shall not be entitled to set off any amount he owes Sanoma Digital against any sum payable by the latter to the Customer.

4.7 If, in order to determine the fee, measuring systems have to be used (for example to determine the number of clicks or leads), the measuring systems of Sanoma Digital shall prevail.

4.8 Sanoma Digital undertakes to invoice the Customer for the fees which the latter is required to pay. The Customer shall pay an invoice within thirty (30) days of the relevant invoice date. In the event that the Customer fails to pay an invoice within thirty (30) days after the relevant invoice date, he shall automatically be in default without the need for any notice of default. Sanoma Digital will, however, at all times send the Customer a payment reminder, whereby the Customer will be given an additional reasonable period in which it can still honour its payment obligation.

4.9 In the event of late payment, Sanoma Digital shall be entitled (a) to suspend the provision of the Services without the need to give notice of this or of default, and (b) to charge the statutory interest plus one percent (1%) on the entire amount that is due, as of the date on which payment should have been made, until that on which Sanoma Digital receives the sum it is owed, including the costs of legal aid, legal proceedings and out-of-court costs, which costs shall amount to no less than fifteen per cent (15%) of the amount owed, subject to a minimum of €150 (hundred fifty Euro).

5. Cancellation by the Customer after an Agreement has been entered into

5.1 In the event of cancellation by the Customer of the Services that are to be provided by Sanoma Digital, in so far as payment for the Services is calculated on the basis of actual costs, the following amounts will be payable by the Customer:

(a) all the costs that Sanoma Digital is already obliged to pay to one or more third parties at the time of the cancellation by the Customer, if in the carrying out of the Services Sanoma Digital has engaged the services of third parties; and

(b) the cancellation fee which is fixed using the table below.

5.2 In the event of cancellation by the Customer of the Services that are to be provided by Sanoma Digital, in so far as payment for the Services has already been made by the Customer, the following amounts will be payable by the Customer:

(a) all the costs that Sanoma Digital is already obliged to pay to one or more third parties at the time of the cancellation by the Customer, if in the carrying out of the Services Sanoma Digital has engaged the services of third parties; and

(b) a cancellation fee which is fixed using the table below.

The amounts already paid by Customer will be deducted from the amounts payable under this Clause 5.2. If the Customer has paid too much, this amount will be refunded by Sanoma Digital.

Days between cancellation and the commencement of the agreed Services	Cancellation fee as a percentage of the fee that has been agreed or has already been paid
31 days or more	0%
between 30 and 6 days	5%
less than 5 days	100%

6. Obligations on the part of Sanoma Digital

6.1 Sanoma Digital undertakes to offer the Services subject to the provisions of the Agreement, and to execute what is agreed in such Agreement, to the best of its ability.

6.2 Sanoma Digital reserves the right to suspend all or part of the Services it provides to the Customer in the event that the Customer fails imputably to fulfil any of its obligations pursuant to this Agreement, including failure to fulfil the obligations as set out in Clause 7 of these General terms and conditions. Sanoma Digital shall be entitled to charge the Customer for costs incurred as a result of the suspension of the provision of its Services.

6.3 Sanoma Digital undertakes to offer and provide the Services without any warranty of uninterrupted availability, security, suitability, the absence of viruses, reliability or otherwise.

6.4 The agreed date on which the Services are to commence shall be a target. Sanoma Digital reserves the right to postpone the provision of the Services on the grounds of unforeseen circumstances, which shall include and

shall not be confined to any of a technical nature. In the event that Sanoma Digital postpones the date of commencement, the only compensation available to the Customer shall consist in Sanoma Digital providing the Services for a period equal to the agreed term or to the provision of replacement Services to the Customer, such in proper consultation with the latter.

7. Obligations and limitations on the part of the Customer

7.1 The Customer shall obtain the Services subject to the provisions of the Agreement.

7.2 The Customer shall have an obligation to inspect the Services provided by Sanoma Digital upon their commencement and continuously thereafter, and to notify Sanoma Digital of any defects in writing immediately, in the absence of which the Customer shall be deemed to have accepted the Services without reservation. In the event that the Customer notifies Sanoma Digital of any defects in the Services, the latter undertakes to do all in its power to remedy such defect as soon as possible.

7.3 The Customer shall not be permitted to use the Services contrary to the provisions of the Agreement, these General Terms, the relevant applicable provisions of the law, the Netherlands Advertising Code ('Nederlandse Reclame Code'), and a duty of care which accords with generally applicable standards.

7.4 Amongst other things, the Customer shall not be permitted to use the Services for the following:

- (a) the duplication and/or publication and/or modification of software or other materials where such duplication and/or publication and/or modification infringes on the rights of any third party, including intellectual property rights;
- (b) to make unlawful statements;
- (c) to approach people in a nuisance-like manner, to threaten them or to inconvenience them in any other way;
- (d) to transmit large quantities of e-mail messages (including spam) to any third party for commercial purposes or otherwise;
- (e) to transmit e-mail messages or to upload files which contain viruses or similar software applications which may damage the services offered by Sanoma Digital, the internet, or the computers and/or software of any third party;
- (f) to assume a false identity;
- (g) to restrict the ability of any third party to make use of the services offered by Sanoma Digital and/or the internet.

7.5 The Customer shall himself be responsible for ensuring that he has and will continue to have any software, hardware (including peripheral equipment) and/or connections (to the internet or otherwise) which is or are required in order to use the services.

7.6 In so far as the Services pertain to the placement of material supplied by the Customer, the Customer acknowledges that he is entirely responsible for the content of that material and/or the content of the (mobile) websites or another medium to which the material refers. The Customer shall be responsible for ensuring that the material complies with all applicable laws and regulations, including the Netherlands Advertising Code and the Betting and Gaming Act. The Customer shall also be responsible for ensuring that the material supplied does not or cannot contain any viruses or similar software programs, added by a third party either with or without the knowledge of the Customer, that might damage the working of the services offered by Sanoma Digital, the internet or the computers and/or software of third parties. The Customer shall indemnify Sanoma Digital against any claims made by third parties that relate to the material supplied and/or the (mobile) websites or another medium to which the material refers.

7.7 In so far as the Services pertain to the placement of material supplied by the Customer, the Customer shall be responsible for providing the necessary material in good time and correctly as indicated in the Agreement.

8. Privacy

8.1 Sanoma Digital undertakes to offer the Services and to treat the Customer's details in accordance with its [privacy statement](#). The Customer shall assent to Sanoma Digital treating his personal details in accordance with its privacy statement.

8.2 Personal details that are collected, obtained or otherwise processed as part of the Agreement are and will remain at all times the property of Sanoma Digital, unless Sanoma Digital and the Customer make written agreements to the contrary concerning the use, the processing or other activity concerning these personal details.

8.3 If the Customer adds any pixel, cookie or other technology to material that Sanoma Digital places on a Website, the Customer will make available to Sanoma Digital a detailed description of what the Customer has added. The description will in all cases include the purpose of the technology that has been added, the data that is collected, looked at or measured, and the technology used.

9. Liability and indemnification

9.1 Under no circumstances shall Sanoma Digital be liable for any direct or indirect loss or damage, including but not limited to consequential damage, loss due to a stagnation or delay of business, lost orders, loss of earnings and processing costs incurred by the Customer in connection with or pursuant to the Agreement or the Services, unless such loss or damage is occasioned by a deliberate act, gross negligence, or deliberate carelessness on the part of Sanoma Digital.

9.2 Under no circumstances shall Sanoma Digital be liable for any direct or indirect loss that arises as a result of entering into (and the settlement of) transactions and agreements between the Customer and its contracting parties.

9.3 Sanoma Digital's liability shall never extend beyond the re-placement/re-provision of the Services, as agreed with the Customer, or payment of at most the amount of the invoice for these Services pursuant to Clause 4 of the General Terms. The payment must be related to the extent to which Sanoma Digital has failed to meet its obligations. Minor deviations shall not give any right to compensation.

9.4 Subject to any other provision of these General Terms, the liability of Sanoma Digital in respect of the Customer, whatsoever the grounds therefore, shall in each case (in respect of which a series of connected events shall be deemed to constitute a single one) be confined to the amount of the fees paid by the Customer to Sanoma Digital for the Services as agreed (excluding VAT) in the three (3) months prior to the event occasioning any loss or damage.

9.5 The Customer shall indemnify Sanoma Digital in respect of any compensation payable to and/or claim made by a third party in connection with or pursuant to:

- (a) the Customer's use of the Services; and
- (b) any act and/or omission on the part of the Customer contrary to the provisions of the Agreement and these General Terms.

9.6 If the Customer acts on behalf of an advertiser or another principal, the Customer shall be responsible in respect of Sanoma Digital for fulfilment of the obligations as set out in the Agreement and these General Terms by this advertiser or principal.

10. Term, termination and cancellation

10.1 The Agreement entered into by Sanoma Digital and the Customer shall be concluded for the term stipulated in it. In the event that no term is agreed, the Agreement shall be concluded for a term of one (1) year.

10.2 Unless otherwise agreed in the Agreement, upon the expiry of the term referred to in Clause 10.1 the Agreement shall be renewed for an identical term, unless it is cancelled in writing no less than one (1) month prior to the expiry of this term.

10.3 Sanoma Digital shall be entitled to cancel the Agreement in writing with immediate effect and without citing any reasons for doing so in the event that Sanoma Digital deems that the Customer is not creditworthy.

10.4. Either Party shall be entitled to cancel the Agreement out of court with immediate effect and without giving notice of default in the event that:

- (a) the other Party is declared bankrupt;
- (b) an application has been filed for the other Party's bankruptcy;
- (c) the other Party has been granted a suspension of payments;
- (d) an application has been filed for a suspension of payments on the part of the other Party;
- (e) the other Party is being dissolved or ceases its activities, which for Sanoma Digital means, among other things, the closing of the Website in respect of which the Agreement was concluded;
- (f) the provision of the agreed Services or a part thereof is contrary to or there is a risk of it becoming contrary to applicable laws and regulations; and
- (g) the other Party continues to fail to meet one or more of the obligations arising from the Agreement even after it has been given a reasonable period in which still to meet its obligation(s).

11. Force majeure

11.1 Parties shall not be required to comply with one or more of its obligations under the terms of the Agreement in the event that they are prevented from doing so due to force majeure. The latter shall be deemed to include any non-attributable failure on the part of a third party or supplier whose services have been engaged, the temporary unavailability of - or the availability of inadequate - hardware, software and/or internet or other telecommunications connections which are required for the provision of the Services, the termination of a web page managed by a third party, as well as any other situation over which Sanoma Digital or the Customer is unable to exercise any (decisive) control. In the event of a situation of force majeure, Parties shall not be required to pay compensation for any loss or damage sustained by the other Party as a result of this situation of force majeure.

11.2. If a situation of force majeure persists for a period of one (1) month, either Party shall be entitled to cancel the Agreement in writing as soon as possible.

12. Intellectual property

12.1 The intellectual property rights to all the Services which Sanoma Digital provides or makes available pursuant to the Agreement shall continue to vest in Sanoma Digital or its licensors. In so far as may be required for the Customer to use the Services, Sanoma Digital shall grant the Customer a limited, non-exclusive, non-transferable license to use the intellectual property rights to the Services during the term of the Agreement.

12.2 The copyright, or any other intellectual property right to proposals, concepts, editorial contributions, products or other parts of its Services produced by or on behalf of Sanoma Digital shall vest in Sanoma Digital unless it can be demonstrated that the direct contribution of the Customer has been essential to the development. If the Customer infringes the copyright or any other intellectual property right vested in Sanoma Digital, a penalty will automatically be payable by the Customer to Sanoma Digital in the amount of the fee payable to Sanoma Digital by the Customer in respect of the Services with a minimum van € 25,000 (twenty five thousand Euro). In addition, the Customer will make good the loss actually suffered by Sanoma Digital.

12.3 Any intellectual property rights to materials and information which the Customer provides to Sanoma Digital for the purposes of the Agreement shall continue to vest in the Customer or his licensors. In so far as may be required for the Customer to use the Services, Sanoma Digital shall grant the Customer a limited, non-exclusive, non-transferable license to use these intellectual property rights during the term of the Agreement. The Customer shall indemnify Sanoma Digital against any liability in respect of a third party and any claim made by such party pursuant thereto, which pertains to the use by Sanoma Digital of any materials and information provided to it by the Customer and the intellectual property rights to it.

13. Secrecy

13.1 The Parties shall observe secrecy in respect of confidential and/or sensitive information provided by the other Party in the concluding of and during the term of this Agreement. This obligation will continue to apply also after the expiry of the Agreement.

13.2 The Parties shall not disclose any confidential and/or sensitive information without the prior written permission of the other Party.

13.3 The Parties will take reasonable measures in respect of staff, agencies, auxiliary persons or third parties to guarantee this confidentiality.

13.4 The above-mentioned secrecy obligations do not exist if and in so far as:

- (a) a party is obliged to make disclosure on the grounds of a statutory rule or an authorised order from a government body;
- (b) at the time of the disclosure the information is in the public domain and is generally known; and
- (c) at the time of the disclosure to the other Party this information was already in the possession of this Party, or has been developed by this Party in its own right, without making use of the information that has been provided.

14. Miscellaneous

14.1 The contents of the Agreement and these General Terms shall together govern the legal relationship between the Parties and shall replace all previous agreements entered into by the Parties in respect of the subject of the Agreement.

14.2 Sanoma Digital shall be entitled to engage the Services of any third party at its own discretion for the purposes of executing the Agreement.

14.3 The Parties shall not be entitled to assign their rights and obligations pursuant to the Agreement to third parties without the other Party's prior written permission. Sanoma Digital may, however, assign its rights and obligations pursuant to the Agreement to a group company, without the Customer's prior written permission. Sanoma Digital will inform the Customer in writing of such assignment of rights and obligations.

14.4 If and in so far as it transpires that any part or any provision of these General Terms or the Agreement is contrary to any mandatory provision under national or international law, this shall not affect the validity of the rest of these General Terms or the Agreement. In place of the part that is contrary to the law, the Parties shall agree on new provisions that as much as possible are in accordance with the intention of the invalid provision.

14.5 In the event of a conflict between the provisions of the General Terms and those of the Agreement, the provisions set out in the Agreement shall take precedence.

15. Applicable law and competent court

15.1. This Agreement, these General Terms and/or the provision of the Services shall be governed by and construed in accordance with the law of the Netherlands.

15.2 Any dispute arising pursuant to the Agreement, these General Terms and/or the provision of the Services, shall be brought before a competent court of law in Amsterdam, the Netherlands, in the event that Sanoma Digital and the Customer are unable to settle such dispute amicably.

These General Terms have been amended on 15 October 2010.