

## General Terms and Conditions of Advertising

Sanoma Media Netherlands B.V.

Sanoma Digital The Netherlands B.V.

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Sanoma Media Netherlands B.V.

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[www.sanoma.nl](http://www.sanoma.nl)

## 1. Definitions

In these General Terms and Conditions, the following terms (in so far as written with a capital letter in these General Terms and Conditions) are defined as follows:

- 1.1 *Advertiser*: a natural person or legal entity that places an Order with Sanoma, either directly or through the mediation of a Media Agency;
- 1.2 *Advertisement*: the advertising communication or commercial message for an Advertiser;
- 1.3 *Advertising Contract*: every agreement between Sanoma and an Advertiser or a Media Agency, entered into for the provision of Services;
- 1.4 *Advertising Material*: material used to compile an Advertisement;
- 1.5 *Advertorial*: an advertising communication or commercial message of an editorial and commercial nature;
- 1.6 *General Terms and Conditions*: these General Terms and Conditions of Advertising;
- 1.7 *Cookie*: cookie(s), web beacon(s), and any other technology or method that stores information or gains access to information already stored, in the terminal equipment of a subscriber or user on our Website (s) and / or website (s) forming part of the Publishing Partner Network by means of electronic communications network.
- 1.8 *Services*: the services to be provided to the Advertiser by Sanoma on the basis of the Order. In any event, Services include: the reproduction and/or disclosure of an Advertisement or other promotional communication in a magazine, on a Website or via another medium of Sanoma, or a medium through which Sanoma is entitled to provide the relevant Services via that medium, including the posting of links to other websites or another medium on a Website, the development of sponsoring and advertising campaigns, the generation of visits to certain websites or another medium via a Website, a magazine or another medium, the sponsoring of events organised by Sanoma;
- 1.9 *Digital Services*: the services to be provided by Sanoma online, including, in any event, offering advertising space on a Website or on the Publishing Partner Network, posting links to websites or another medium on a Website, offering the option of sponsoring or participating in (part of) a Website, developing sponsoring and advertising campaigns, generating visits to certain websites or another medium via a website;
- 1.10 *Replacement*: each subsequent provision of a Service with regard to the same Advertisement;
- 1.11 *Submission Date*: the deadline for the acceptance by Sanoma of print-ready material from the Advertiser for the placement of a specific Advertisement;
- 1.12 *Media Agency*: the natural person or legal entity that, pursuant to a mandate or power of attorney given by an Advertiser, enters into an Advertising Contract with Sanoma in a professional capacity or on a commercial basis and, as such, accepts the applicability of these General Terms and Conditions, also for himself or itself;
- 1.13 *Order*: the order for the provision of Services;
- 1.14 *Client*: the Advertiser and, if the Order was placed through the mediation of a Media Agency, the Media Agency;
- 1.15 *Option*: the Advertiser's confirmed intention to purchase Services;
- 1.16 *Parties*: the Client and Sanoma collectively;
- 1.17 *Placement Costs*: the net fee owed by the Client after deduction of discounts for the Services provided, exclusive of production costs;
- 1.18 *Insert*: a commercial supplement in or with a magazine published by Sanoma;
- 1.19 *Sanoma*: the following companies that are part of the Sanoma Media Netherlands group: Sanoma Media Netherlands B.V., having its registered office in Amsterdam and its place of business at Capellalaan 65, 2132 JL Hoofddorp, registered with the Amsterdam Chamber of Commerce under number 2706660, Sanoma Digital The Netherlands B.V., having its registered office in Eindhoven and its place of business at Capellalaan 65, 2132 JL Hoofddorp, registered with the Amsterdam Chamber of Commerce under number 17111121, Bindinc. B.V., having its registered office in Amstelveen and its place of business at Capellalaan 65, 2132 JL Hoofddorp, registered with the Gooi-, Eem- and Flevoland Chamber of Commerce under number 32060212, Scoupy B.V., having its registered office and place of business at Amsterdamseweg 123, 1182 GR Amstelveen, registered with the Amsterdam Chamber of Commerce under number 53322185, Sanoma Media Belgium N.V., statutair gevestigd en kantoorhoudende te (2800) Mechelen, België, aan de Stationsstraat 55, ingeschreven bij de Kruispuntbank van Ondernemingen under number 0404.802.477 and Veronica Uitgeverij B.V., having its registered office in Hilversum and its place of business at Capellalaan 65, 2132 JL Hoofddorp, registered at the Chamber of Commerce under number 32064149;
- 1.20 *Closing Date*: the deadline up to which Sanoma still accepts Orders from the Advertiser for specific Services to be provided;
- 1.21 *Website*: a website, mobile website, application, white label version of a (mobile) website or application or some other digital medium offered by Sanoma that Sanoma owns and/or operates;
- 1.22 *Publishing Partner Network*: websites of third parties that are affiliated with Sanoma's advertising network, on the basis of which Sanoma can offer Services via the websites of said third parties. An up-to-date list of the affiliated websites can be found at: <http://www.sanoma.nl/merken/publishing-partners/>.

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## 2. Applicability

- 2.1 These terms and conditions are applicable to all Advertising Contracts between Sanoma and the Client, the way they are formed and the performance thereof. That makes these General Terms and Conditions an integral part of the Advertising Contract between Sanoma and the Client.
- 2.2 Sanoma has the right to unilaterally change these General Terms and Conditions. The Client will be advised of substantial changes to the General Terms and Conditions in advance in writing. Changes to the General Terms and Conditions apply to existing Advertising Contracts. If the Client places new Orders (including Replacements), after a change is made to the General Terms and Conditions, the Client will be deemed to have accepted these changes.
- 2.3 Deviations from these General Terms and Conditions are only possible by a written agreement between Sanoma and the Client.
- 2.4 Sanoma expressly waives the applicability of any (general) terms and conditions applied by the Client.
- 2.5 In the event of a conflict between the provisions of these General Terms and Conditions, the Advertising Contract and/or other terms and conditions referred to in these General Terms and Conditions, these terms and conditions are ranked as follows. The Advertising Contract prevails over the General Terms and Conditions, which in turn prevail over any other terms and conditions declared applicable.

## 3. Offer and realisation

- 3.1 The Advertising Contract is formed by a written acceptance by the Client of a written offer provided by Sanoma.
- 3.2 Every Advertising Contract is entered into under the condition precedent of the acceptance of the Advertiser by Sanoma.
- 3.3 Upon the Client's request, Sanoma may submit a written offer for the provision of Services. The offer is valid for the period stated in the offer. If no period is stated in the offer, the offer will be valid for fourteen (14) days.
- 3.4 Statements by Sanoma in a magazine, on a Website or otherwise with regard to the Services are considered an offer free of obligation and are subject to change and the availability of the Services.
- 3.5 Upon the Client's request, Sanoma may grant an Option for the provision of a Service. Sanoma is at all times entitled to cancel Options granted without stating the reasons. In addition, in so far as the Option pertains to the provision of Services that are not Digital Services, Options that have been granted and not exercised by the Client expire no later than 30 days prior to the Closing Date. With regard to Digital Services, the Option expires in any event 30 days prior to the proposed commencement date of a campaign to which the Option pertains.
- 3.6 The Client is entitled to exceed the contracted advertising space, in which event the most recent applicable rate conditions will apply with regard to the excess.
- 3.7 If, at any time during the term of the Advertising Contract, the Client wishes to expand the Services, the Client may submit a written request to Sanoma to expand the agreed Services. The rate applicable to the expansion is the rate applied by Sanoma when the expansion agreement is formed. The rate will take effect exclusively on the sixteenth day of the calendar month in which the expansion agreement is entered into if this agreement is entered into in the period from the first until the fifteenth day of that month, and on the first day of the next month in all other instances.
- 3.8 The option of purchasing Services not being Digital Services that pertain to special positions in a magazine is limited and may differ per magazine title and issue. In part in connection with that, Sanoma expressly reserves all rights with regard to the acceptance of Orders for special positions as referred to on the rate cards. If possible, other wishes of the Client will be taken into account. However, such a wish may never be accepted as a condition for an Order. No compensation or replacement will be given with regard to Advertisements over which Inserts are placed or that are entirely or partially concealed by Inserts in the packaging.
- 3.9 Services not being Digital Services in which special colours, such as gold and silver, are incorporated into the Advertisement are only possible upon request and by way of exception. Separate rates apply to the special colours.

## 4. Delivery specifications

- 4.1 If the Client does not submit Advertising Material to Sanoma in a timely fashion or submits Advertising Material that cannot be reproduced, is incomplete and/or is unsuitable for the reproduction method of the relevant medium, Sanoma will have the right to charge the Client the ensuing additional costs.
- 4.2 In so far as the Order pertains to the provision of Services that are not Digital Services, Sanoma must receive the Advertising Material prior to the Submission Date determined by Sanoma for (the issue of) the relevant magazine. Sanoma reserves the right not to process and/or place Advertising Material received by Sanoma after the Submission Date, without prejudice to its right to compensation for the Placement Costs and any production costs incurred or to its right to charge additional costs if the material can be placed.
- 4.3 With the exception of Digital Services, Advertising Material must be submitted via <http://www.sanoma-aanleveren.nl> as a digital file created in accordance with the specifications included in the Copy Services overview (available at: [https://bin.snmmd.nl/m/ka5yf8ju77eu.pdf/reproservices\\_sanoma\\_media\\_2017.pdf](https://bin.snmmd.nl/m/ka5yf8ju77eu.pdf/reproservices_sanoma_media_2017.pdf)). The delivery specifications for Digital Services are stated below at Article 4.4.

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- 4.4 The delivery specifications available at [http://www.sanoma.nl/advertisement\\_specs/](http://www.sanoma.nl/advertisement_specs/) apply with regard to the provision of Digital Services. In any event, unless other requirements with regard to specific advertisement types have been included in the aforementioned delivery specifications, the Client must ensure that:
- a. It must be clear to the public that the material is an Advertisement;
  - b. The Advertising Material satisfies the requirements with regard to file formats, size and dimensions referred to in the delivery specifications referred to above;
  - c. If an URL is linked to the Advertisement, it must be an active URL;
  - d. The Advertising Material is suitable for the image of the Website on which the Advertisement is to be placed;
  - e. Sanoma approves the Advertisement in advance. The Client must therefore ensure that a preview of the Advertising Material is submitted to Sanoma for review at least seven working days prior to the commencement of the campaign;
  - f. The (definitively approved) Advertising Material must be in Sanoma's possession no later than five working days prior to the commencement of the campaign. If the Advertising Material is not received by Sanoma in a timely fashion, all liability on the part of Sanoma for the proper performance of the agreed Services lapses;
  - g. Sound in Advertisements is only permitted after a mouse click;
  - h. Advertising Material must be submitted stating the order code by e-mail (unless otherwise indicated, to [traffic.nl@sanoma.com](mailto:traffic.nl@sanoma.com)) as a digital file created in accordance with the aforementioned delivery specifications.
- 4.5 The following provisions apply with regard to Inserts:
- a. Sanoma will state the minimum and maximum formats of Inserts, along with other conditions, in its offer or confirmation of the Order.
  - b. In addition to Sanoma's General Terms and Conditions of Advertising, the Conditions for the Submission of Inserts, Sachets and Flowpacks are also applicable (available at: [https://bin.snmmd.nl/m/hseytt0u4pgb.pdf/aanlevercondities\\_sanoma\\_inserts\\_sachets\\_2016.pdf](https://bin.snmmd.nl/m/hseytt0u4pgb.pdf/aanlevercondities_sanoma_inserts_sachets_2016.pdf) ). Sanoma accepts no liability if an Insert is rejected if it is not submitted to Sanoma's printers and print finishing companies in accordance with the delivery specifications.
  - c. In no event may Inserts contain gases or hazardous substances, including substances that may be harmful when used on the body or ingested.
  - d. When pasting Inserts, a certain variation (of approximately -5 and +5 mm and an angle of -10 and +10 degrees) should be taken into account. It is therefore not advisable to mark the location of the Insert to be pasted on the draft advertisement.
  - e. Sanoma cannot guarantee that Inserts will be stapled or pasted in all the copies of the relevant magazines. Account should be taken of the fact that the Insert may be missing or incorrectly pasted or stapled in approximately 3% of the total number of copies.
  - f. Although Sanoma endeavours to provide the exact number of copies where possible, Sanoma accepts no liability for any shortages or surpluses of sachets, samples and other Inserts as a result of any change in the stated run of the relevant magazine title(s) and any ensuing losses for the Client.
  - g. In so far as not expressly agreed otherwise, the foregoing provisions for sachets, samples, folders or other printed material also apply to other Inserts for which Sanoma accepts an Order.
  - h. Loose material is inserted randomly. Sanoma is not responsible for the position of inserted material.
- 4.6 Sanoma observes the customary due care with regard to the material made available by the Client. Sanoma accepts no liability for damage resulting from the use or shipping of this material, except in the case of gross negligence or omissions.
- 4.7 Sanoma retains the Advertising Material for Services in the archives for a maximum of one year after the publication date. If the material is submitted on CD/DVD, only the file and not the original data carrier containing the file itself will be archived. However, Sanoma is not liable for any loss of or damage to the Advertising Material.

## 5. Refusal / suspension

- 5.1 Sanoma is at all times entitled to refuse to provide Services in the event of technical objections, rejection of the content, nature, purport or form of the Advertisements or Inserts submitted, as well as for reasons of principle in connection with the magazine in which and/or the Website on which the Advertisements are to be placed or due to any other serious reasons on the part of Sanoma.
- 5.2 In addition, Sanoma reserves the right to refuse to provide the agreed Services if the Advertisement does not satisfy the conditions set forth in these General Terms and Conditions and/or the Advertising Contract and/or the Order, including a conflict with the law and regulations (Article 6) and in the event that Sanoma does not receive the Advertising Material in time (Article 4). The refusal to provide the Services on the aforementioned grounds (Article 5.1 and this Article 5.2) does not diminish the Client's obligation to pay for the agreed Services (Placement Costs and any production costs incurred).
- 5.3 If the Client fails to comply with one or more of the conditions stated in these General Terms and Conditions or conditions agreed with Sanoma, or fails to do so in a timely fashion or fails to do so properly, Sanoma will be entitled to suspend the performance of the Services for as long as the failure to comply with the obligations continues or to terminate the Advertising Contract in full or in part, without being required to pay any damages, without prejudice to its right to damages or performance, such as at its own discretion. If, during the performance of an Insert Order, damage is

caused to the magazines or their production is stagnated as result of such a failure, then the ensuing costs will be for the account of the Client.

## 6. Warranty / indemnification by the Client

- 6.1 The Client warrants that the Advertisements and Inserts submitted to Sanoma, as well as the content of the (mobile) websites or any other medium to which the material refers, satisfy the law and regulations, including but not limited to the provisions of the Dutch Advertising Code (*Nederlandse Reclame Code*) of Stichting Reclame Code, the guidelines and recommendations of the Dutch Advertising Code Authority (*Reclame Code Commissie*) and the Inspection Board for the Advertising of Medicinal Products to the General Public (*Keuringsraad Openlijke Aanprijzing Geneesmiddelen*, or KOAG) and the Inspection Board for the Promotion of Health Products (*Keuringsraad Aanprijzing Gezondheidsproducten*, or KAG). Sanoma has the right to refuse the Services (including the placement of the Advertisement(s) and/or Insert(s)) that do not satisfy the aforementioned law and regulations. In that event, the Client continues to be obliged to pay Sanoma for the contracted advertising space. In addition, the Client warrants that the material submitted does not and cannot contain any viruses or similar software programs, possibly added by a third party without the Client's knowledge, that may harm the functioning of the services offered by Sanoma, the Internet or the computers and/or software of third parties.
- 6.2 When using the Services the Client uses cookies, the Client warrants that it and all of its potential client (s) and any third party hired by Client, comply with all relevant laws and regulations, including (but not limited to) Section 11:7 a of the Dutch Telecommunication Act (*Telecommunicatiewet*).
- 6.3 The Client indemnifies Sanoma, and third parties working for it, against all losses and/or claims of third parties related to or ensuing from:
- (a) the use of the Services by the Client/Advertiser; and
  - (b) acts and/or omissions by the Client/Advertiser that are contrary to the provisions of the Advertising Contract and these General Terms and Conditions.
- In the foregoing instances, the Client indemnifies Sanoma and third parties working for it against all the resulting costs (including costs for legal aid), losses and interests. This indemnification applies to, inter alia, claims by (Consumer) Authorities like the Authority for Consumers and Markets (ACM) and the Dutch Advertising Code Committee (*Stichting Reclame Code*), as well as any third-party claims related to infringements or perceived infringements of the copyright of said third parties, which include the European Central Bank with regard to bank notes.
- 6.4 If the Advertisement submitted contains (a reference to) a game of chance organised by the Advertiser, the Advertiser must comply with the Betting and Gaming Act (*Wet op de kansspelen*) and the Code of Conduct for Promotional Games of Chance (*Code Promotieele Kansspelen*). In that event, the Advertiser is also liable for the payment of the tax on games of chance and indemnifies Sanoma in that respect against claims by the Tax and Customs Administration.
- 6.5 If the Client acts on behalf of an Advertiser or some other represented party, the Client warrants to Sanoma the performance of the obligations laid down in the Advertising Contract and these General Terms and Conditions by said Advertiser or other represented party.

## 7. Performance of the Order

### Obligations of Sanoma

- 7.1 Sanoma will offer the Services with due observance of the provisions of the Order. Sanoma undertakes to perform the agreements in the Order to the best of its ability.
- 7.2 Sanoma reserves the right to suspend the provision of the Services to the Client in full or in part in the event that the Client fails imputably in the performance of any obligation under the Advertising Contract, including the failure to comply with the obligations stated in this Article 7 of these General Terms and Conditions. Sanoma is entitled to charge the Client the costs it has to incur in connection with the suspension of the provision of its Services.
- 7.3 When Sanoma receives an Order for the provision of Services that are not Digital Services, Sanoma reserves the right to refuse that Order. Nonetheless, Sanoma will undertake to perform the Order anyway, without being liable in the event it were to fail.
- 7.3 Sanoma will endeavour to depict the material received in the best possible manner, but cannot guarantee an exact reproduction when providing Services that are not Digital Services. The Client must take the possibility of printing and colour deviations into account. Sanoma uses the digital file. For the correct creation and submission of the digital file, see the Copy Services overview (Article 4). If the Client has a complaint about the reproduction quality, the printer will create a sample on the instructions of Sanoma. This sample alone will be used as the basis for assessing the reproduction quality.
- 7.5 Sanoma is entitled to move Services not being Digital Services that have been reserved for a particular issue of a magazine to a subsequent issue of that magazine.
- 7.6 Any complaints with regard to Services not being Digital Services provided by Sanoma, including with regard to the manner in which the Advertising Material is reproduced, the placement of the Advertisement and/or colour quality, must be reported to Sanoma in writing within 21 calendar days after the publication date of the relevant magazine or the first posting online. Complaints related to Digital Services must be reported to Sanoma in writing within seven days after the

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commencement of a campaign. In the event that the relevant campaign has a term of less than seven days, complaints related to Digital Services must be announced during the term of the campaign. With regard to the Services for which the Advertising Material is made available to Sanoma after the Submission Date (or not within the submission period established for Digital Services) and the agreed Services can still be provided, Sanoma hereby expressly excludes all claims about the manner of reproduction and/or colour quality.

- 7.7 Sanoma offers and provides the Digital Services without any guarantee of (uninterrupted) availability, security, suitability, the absence of viruses, soundness or otherwise.
- 7.8 The agreed commencement date for the Digital Services is a target date. Sanoma reserves the right to postpone the provision of the Services on the basis of unforeseen circumstances (that cannot be attributed to Sanoma) (Article 12.1). In the event that Sanoma postpones the commencement date, the only compensation for the Client will consist of the provisions of the Services by Sanoma as yet for a period equal to the agreed period or the provision of replacement Services to the Client, such in good consultation between the Client and Sanoma.
- 7.9 Services on the basis of bonus agreements must be rendered in consultation with Sanoma and following Sanoma's approval in the calendar year to which said bonus agreements pertain.

#### **Obligations of the Client**

- 7.10 The Advertiser will purchase the Services with due observance of the provisions of the Advertising Contract. The Client is not permitted to use the Services in violation of the provisions of the Advertising Contract, the General Terms and Conditions, the relevant and applicable statutory provisions, the Dutch Advertising Code and the due care that behoves generally accepted standards.
- 7.11 Among other things, the Client is not allowed to use the Services for:
- (a) the reproduction and/or disclosure and/or modification of software or other material if such reproduction and/or disclosure and/or modification infringes the rights of third parties, including intellectual property rights;
  - (b) making unlawful statements;
  - (c) contacting individuals in an impeding manner, threatening them or otherwise harassing them;
  - (d) sending large quantities of e-mail (including spam) to third parties, whether for commercial purposes or not;
  - (e) sending e-mails or uploading files that contain viruses or similar software programs that may harm the functioning of the services offered by Sanoma, the Internet or the computers and/or software of third parties;
  - (f) assuming a false identity;
  - (g) limiting the options of third parties to use the services offered by Sanoma and/or the Internet.
- 7.12 The Client is personally responsible for making available and keeping available any software, hardware (including peripherals) and/or (Internet) connections that are necessary for using the Services.
- 7.13 In so far as the Services pertain to the placement of material provided by the Client, the Client warrants the timely and proper submission of the necessary material in the manner stated in the Advertising Contract and these General Terms and Conditions.
- 7.14 The Client is required to check the provision of the Digital Services by Sanoma upon the commencement thereof and continually thereafter and to immediately report any defects to Sanoma in writing, absent which the Client will be deemed to have accepted the Services without reservation. If the Client reports a defect in the Services to Sanoma, Sanoma will endeavour to remedy the defect as soon as possible.

#### **8. Rates**

- 8.1 The rates used by Sanoma with regard to the Services at the time that or during the period in which Services are provided are applicable to every Order. In addition, Sanoma may employ Forms of Advertising to which no standard fixed rates apply, but are priced individually on a case-by-case basis.
- 8.2 With regard to the Services that are not Digital Services, Sanoma will publish and file the Advertising Rates using rate cards. The other rates (including those for Digital Services) are available at the website <http://www.sanoma.nl> under 'Advertising'. These publications will be sent to Advertisers and other Clients free of charge upon request. To request these publications, call us at +31 (0)88 5567777.
- 8.3 Sanoma reserves the right to change the rates. Unless expressly agreed otherwise, such a rate change is also applicable to the Order(s) agreed with the Client and Services that have not yet been provided. In the event of a rate change, the Client has the right to cancel the Order with regard to that part of the Services that has not yet been provided.

#### **9. Fees and payment**

- 9.1 The Client will pay the fee stated in the Advertising Contract for the Services provided by Sanoma in the manner indicated in the Advertising Contract. Unless the Parties have expressly agreed otherwise, the Services are paid for in advance. In connection with that, Sanoma may stipulate that it has the right to charge advance payments. All fees stated in the Advertising Contract / Order are exclusive of VAT and other government levies.
- 9.2 Sanoma will invoice the Client for the fees owed by the Client. Invoices are sent electronically. To this end, the Client must inform Sanoma of the e-mail address to which the invoices can be sent. Upon receipt of the invoice by e-mail, the right to a "paper invoice" lapses. The Client will pay the invoices no later than thirty (30) days after the invoice date. If

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- the Client fails to pay the invoices within thirty (30) days after the invoice date, the Client will automatically be in default without any notice of default being required. However, Sanoma will at all times send the Client a payment reminder, giving the Client a reasonable period of time to comply with its payment obligation as yet.
- 9.3 If the Client effects payment of the fee by direct debit, then the Client has the option of having the amounts wrongly collected by Sanoma to be re-deposited within the refusal period of five (5) days.
- 9.4 If the Client effects payment of the fee by direct debit and a collection cannot be effected, then administrative charges of 2% of the invoice value will be charged with a minimum of € 20 (twenty euros) (exclusive of VAT) per invoice.
- 9.5 The Client is not entitled to offset in any way the amounts owed to Sanoma with any amounts that Sanoma owes the Client.
- 9.6 In the absence of timely or complete payment, Sanoma will be entitled to suspend the Services to be provided. In the event that payment is not effected within the payment term, the Client will owe an immediately payable surcharge, which surcharge consists of a percentage of the relevant amount to be paid. For each month that payment is not effected, this percentage will be 1/12 of the statutory interest for commercial contracts as established by the Ministry of Justice, plus 3% calculated on the amount owed, with a minimum of € 13.50 per invoice. Added to this are the costs to be incurred in and out of court in connection with the Client's attributable failures in the performance of its obligations, including collection costs, which will be at least 15% of the amount owed, with a minimum of € 115 per invoice, to be paid by the Client.
- 9.7 Sanoma grants a discount of 15% (company discount) on the gross amount owed by the Client (less discounts) if the Services provided were organised through the mediation of a Media Agency, and whose mediation has been accepted by Sanoma. The relevant discount will not be granted if, in the opinion of Sanoma, this Media Agency has not complied with one or more obligations associated with the registration or has not done so properly.
- 9.8 For a period of 30 calendar days after the invoice date, the Client is authorised to submit a complaint to Sanoma with regard to that invoice. This may only be done in writing. That authority lapses after said period. In the event of a difference of opinion regarding an item of an invoice sent, the Client is required to pay those items of the invoices with regard to which there is no difference of opinion in a timely fashion. The provisions of this Article 9 apply to said items in full.
- As long as the Client has not signed the Advertising Contract or the order to provide Services, it is not authorised to submit complaints with regard to invoices pursuant to that Advertising Contract or that Order.
- 9.9 If measuring systems are to be used for determining the fee (to determine the number of clicks or leads, for example), Sanoma's measuring systems are guiding. According to the customary standards applied in the industry, a difference of up to 10% between the measured clicks and ad impressions will not be considered unusual. If the difference between the measured clicks and ad impressions is greater than 10%, Sanoma and the Client will jointly investigate the cause of these differences for the purpose of resolving them. Until the cause of the measurement differences has been determined, Sanoma's measurement results will be guiding for the determination of the fee.
- 9.10 If the Services consist of the placement of an Advertisement at a specific, special position, or an Insert or other communication for which Sanoma has to incur additional costs in connection with specific requirements with regard to the printing process and this cannot take place on account of the Client in the period prior to the lapsing of the closing date, then the surcharge as stated on the rate card and/or these additional costs must be paid by the Client.

## 10. Cancellation

- 10.1 If the Client cancels any Order related to the Services to be provided that are not Digital Services, the Client will owe Sanoma the following fee. The cancellation fee will be determined based on the following table as a percentage of the agreed fee:

<b>Days between the cancellation and commencement of the agreed Services</b>	<b>Cancellation fee as a percentage of the agreed fee</b>
31 days or more	0%
between 30 and 15 days	25%
between 14 and 8 days	50%
between 7 and 4 days	75%
less than 3 days	100%

In this respect, the Closing Dates apply as stated for the relevant title at [www.sanoma.nl](http://www.sanoma.nl). The same conditions apply for Inserts on the basis of the Submission Date for Inserts.

The provisions of Article 10.2 are also applicable.

- 10.2 In the event of a unilateral termination by the Advertiser of an Order for Services Sanoma has had to make costs or has had to perform work for (for instance in a collaboration related to Advertorials, editorial collaboration, sponsored and commercial inserts, etc.), the Advertiser is required to reimburse Sanoma the costs it incurred and/or work performed, all without prejudice to the provisions of Article 10.1 and/or 10.4.

- 10.3 If the Services consist of the placement of an Advertisement at a specific, special position, or an Insert or other communication for which Sanoma has to incur additional costs in connection with specific requirements with regard to the printing process and this cannot take place on account of the Client in the period prior to the lapsing of the closing date, then the surcharge as stated on the rate card and/or these additional costs must be paid by the Client.
- 10.4 If the Client cancels the Digital Services to be provided by Sanoma, the Client will owe the following amounts:
- (a) all costs that Sanoma is already required to pay to one or more third parties at the time of cancellation by the Client, if Sanoma has engaged third parties for the performance of the Services; and
  - (b) a cancellation fee to be determined using the table below. Sanoma will repay any excess amounts already paid by the Client.

<b>Days between the cancellation and commencement of the agreed Services</b>	<b>Cancellation fee as a percentage of the agreed fee</b>
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31 days or more	0%
between 30 and 6 days	5%
less than 5 days	100%

## 11. Liability

- 11.1 Sanoma performs the Orders and the Services to be provided by it with the greatest possible care. In the event of a failure in the performance of its obligations, Sanoma will only be liable for any direct or indirect loss, including, but not limited to, consequential loss, business interruption loss, loss due to delay, loss of orders, loss of profits and processing costs of the Client related to or ensuing from the Advertising Contract or the Services if this loss was caused by intent, gross negligence or deliberate recklessness on the part of Sanoma. Without prejudice to the foregoing, Sanoma cannot accept any liability for the contents of sachets or samples or other Inserts, or for any damage to the same as a result of other sachets or samples or other Inserts that have been stapled, pasted or affixed in their vicinity.
- 11.2 Sanoma's liability never extends beyond replacement of the Services or providing the Services again, as agreed with the Client, or compensation of the maximum invoice value of said Services in accordance with Article 9 of these General Terms and Conditions. The compensation must be related to the extent to which Sanoma allegedly failed. Minor deviations do not give entitlement to compensation.
- 11.3 The Client bears the risk of errors in the performance of Orders placed in the event that Sanoma does not receive requests and notifications from the Client, or does not receive these correctly, in a timely fashion or in full.
- 11.4 Sanoma is never liable for any direct or indirect loss ensuing from entering into (and finalising) transactions and agreements between the Client and its contracting parties.

## 12. Force majeure

- 12.1 The Parties are not required to perform one or more obligations under the Order in a timely fashion if they are prevented from doing so due to force majeure. Force majeure is understood to include, but is not limited to, a non-attributable failure of third parties or suppliers engaged, the temporary unavailability or inadequate availability of hardware, software and/or Internet or other telecommunication connections required for the provision of the Services, the cancellation of a website managed by a third party, as well as every other situation which cannot be (decisively) controlled by Sanoma or the Advertiser. In the event of a force majeure situation, the Parties are not required to compensate any damage suffered by the other Party due to the force majeure situation.
- 12.2 As soon as a force majeure situation has continued for more than one (1) month, both Parties are entitled to terminate the Order in writing with immediate effect.
- 12.3 If, due to unforeseen circumstances or due to force majeure, Sanoma is prevented from performing an advertising order or an order to attach and/or affix an Insert when producing magazines, Sanoma has the right to suspend the performance of this Order for the duration of such prevention or to cancel the Order without being required to pay the Client any damages. In such a situation, Sanoma is required to inform the Client of the fact that it is prevented from performing as soon as possible and to announce its decision with regard to the options stated above.

## 13. Term / termination

- 13.1 Unless explicitly provided otherwise in the Advertising Contract, the contract term takes effect on the date on which the first Services are rendered; if this first Service is not performed within three months after conclusion of the contract, the Advertising Contract will be deemed to have entered into effect on the date on which these three months have elapsed.
- 13.2 If the Services agreed in an Advertising Contract cannot be purchased within the contract term, the Client may submit a written request to Sanoma prior to the end of the contract term to renew the contract term by a maximum of two months so that the remainder of the Services can be performed. If Sanoma agrees to such a renewal, the most recent applicable rate conditions will apply to this period. In the event of performance of an Insert Order at a later date upon the Client's request, Sanoma reserves the right to adjust the agreed price to the cost items that have meanwhile increased. If the Client placed less than the agreed advertising space upon expiry of the contract term or the renewed contract



term, as the case may be, the Client will no longer be entitled to the Services after expiry of the contract term or the renewed contract term, respectively, while the obligation to immediately pay for the remaining contracted Services remains intact.

- 13.3 Both Parties are entitled to terminate the Order extrajudicially without further notice of default and with immediate effect if:
- (a) the other Party is declared bankrupt;
  - (b) the bankruptcy of the other Party has been applied for;
  - (c) the other Party is under a suspension of payments;
  - (d) suspension of payments has been applied for for the other Party;
  - (e) the other Party is dissolved or ceases its operations, which includes for Sanoma ceasing a Magazine title or closing the Website in relation to which the Order was granted;
  - (f) the performance of the agreed Services or part thereof violates or threatens to violate applicable laws and regulations; and
  - (g) the other Party fails in the performance of one or more of the obligations under the Advertising Contract, even after a reasonable term has been given to comply with its obligation(s) as yet.
- 13.4 Sanoma is entitled to terminate the Order in writing with immediate effect without stating any reasons if Sanoma does not consider the Client to be creditworthy.

#### 14. Intellectual Property Rights

- 14.1 The intellectual property rights to all the Services performed or made available by Sanoma within the framework of the Order will remain with Sanoma or its licensors. In so far as necessary for the Client's use of the Services, Sanoma grants the Client a limited, non-exclusive, non-transferable right to use the intellectual property rights to the Services for the duration of the Order.
- 14.2 The copyright or any other intellectual property right to proposals, drafts, editorial articles or products produced by or on behalf of Sanoma or other parts of its Services is vested in Sanoma, unless it can be made plausible that the Client's direct contribution to the development was of essential importance. If the Client violates Sanoma's copyright or any other intellectual property right, the Client will automatically have to pay Sanoma a penalty in the amount of the compensation payable by the Client to Sanoma with regard to the Services, with a minimum of € 25,000 (twenty-five thousand euros). In addition, the Client will compensate the loss actually suffered by Sanoma.
- 14.3 The intellectual property rights to material and data provided by the Client to Sanoma within the framework of the Order will remain with the Client or its licensors. In so far as necessary for Sanoma's provision of the Services, the Client grants Sanoma a limited, non-exclusive, non-transferable right to use the intellectual property rights for the duration of the Order. The Client indemnifies Sanoma for and against all third-party claims and any ensuing claims by third parties which relate to the use by Sanoma of the material and data provided by the Client to Sanoma and the corresponding intellectual property rights.

#### 15. Privacy / cookies

- 15.1 Sanoma will provide the Services and process the Client's data in accordance with Sanoma's privacy and cookie policy. The Client hereby grants Sanoma permission to process the Client's personal data in accordance with the privacy and cookie policy.
- 15.2 Personal data which are collected, obtained or otherwise processed as part of the Order are and continue to be Sanoma's property at all times, unless Sanoma and the Client make different written arrangements with regard to the use, the processing or other activity regarding these personal data.
- 15.3 If the Client (and its potential client(s) as well as any third party hired by Client) wishes to add a Cookie to material placed on a Sanoma owned Website or on a website part of the Publishing Partner Network, Client warrants that:
- a. if the Cookie that is being used was previously placed outside the Website(s), the Client is solely responsible and liable for the information of the visitor of the use of said Cookie and consent to the use of the Cookie is obtained (in accordance with all legal requirements);
  - b. Cookies are only being used if the visitor has provided consent to the use of that Cookie;
- The Client is only entitled to use the data that are collected by using the Cookie in so far as required for taking delivery of the Service within the context of the Order. Every other (further) use of the data thus collected (like for instance for the purpose of profiling) is explicitly prohibited. Regarding the use of Cookies on the Websites and the websites of the Publishing Partner Network Sanoma can also compose additional conditions, which may then be found at: <http://www.sanoma.nl/pagina/artikel/aanvullende-voorwaarden-gebruik-cookies>. Client complies with these additional conditions. Client is not allowed to make use of flash cookies and/or (browser) fingerprinting
- 15.4 At Sanoma the ease of use of our Websites is very important to us. For that reason, Sanoma facilitates the provision of information to visitors of its Websites about the use of cookies and provides the Client with a way to obtain consent for the use of Cookies from visitors. Through the Sanoma websites the Client is aware of the way Sanoma informs visitors on the use of Cookies and obtains visitor's consent. By providing Sanoma with the Order Client confirms that it agrees to this method. The Client acknowledges that it is ultimately responsibility for the use of the Cookie and thus fully liable for any use of a Cookie without the required consent of a visitor (see also Section 6.2). The Client acknowledges that

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Sanoma is not responsible and / or liable in the event that the Client cannot provide proof consent was provided by the visitor, including in the event consent was granted when visiting a Website. Should the Client reasonably require information on the consent provided by individual visitors in the context of legal proceedings (or preventing these proceedings), Sanoma will provide the Client insight into visitor's cookie consent upon Client's request.

- 15.5 Sanoma will perform (random) checks on the use of Cookies through its Websites and through websites included in Sanoma's Publishing Partner Network. In the event this check shows that the Client (or its eventual client(s) and / or any of the 3<sup>rd</sup> parties possibly engaged by the Client) acts (act) in violation of these General Conditions with regard to the use of Cookies, Sanoma will inform the Client and request the Client to comply with these General Conditions (warning). Should the Client (or its eventual client(s) and / or any of the 3<sup>rd</sup> parties possibly engaged by the Client) continue to violate these General Conditions in spite of this warning Sanoma will suspend the delivery of the Services to the Client. The Services shall be resumed if the Client can demonstrate that the Client complies with the General Conditions when the Services are resumed within five (5) working days after the Services have been suspended. The Order will be cancelled should the Client not be able to demonstrate that it will comply with the General Conditions within five (5) working days after Suspension of the Services. In that event cancellation of the Services does not affect the obligation of the Client to perform payment on these Services as agreed upon in the Order.

## 16. Confidentiality

- 16.1 The Parties will observe secrecy with regard to confidential and/or business-sensitive information provided by the other Party during the conclusion and term of the Order. This obligation also continues after expiry of the Order.
- 16.2 The Parties will not disclose any confidential and/or business-sensitive information without the prior written consent of the other Party.
- 16.3 The Parties will take reasonable measures with regard to staff, agencies, agents or third parties to safeguard this confidentiality.
- 16.4 The aforementioned confidentiality obligations do not exist if and in so far as:
- (a) a Party is required to disclose information pursuant to a statutory provision or a duly given order by a public body;
  - (b) the information is part of the public domain and is generally known at the time of the disclosure; and
  - (c) at the time of disclosure to the other Party, this information was already in this Party's possession, or was independently developed by this Party, without using the information provided.

## 17. Other provisions

- 17.1 The content of the Order and the General Terms and Conditions jointly determine the legal relationship between the Parties and replace all agreements made previously between the Parties with regard to the subject of the Order.
- 17.2 Sanoma may engage third parties in the performance of the Order at its own discretion.
- 17.3 The Parties are not entitled to transfer their rights and obligations arising from the Order to a third party without the prior written consent of the other Party. However, Sanoma may transfer its rights and obligations arising from the Order to a group company without the prior written consent of the Client. Sanoma will inform the Client in writing of such a transfer of rights and obligations.
- 17.4 If and in so far as any part or any provision of these General Terms and Conditions or the Order turns out to be contrary to any mandatory provision of national or international law, this will not affect the validity of the other part of these General Terms and Conditions or the Order. Instead of the part that is contrary to the law, the Parties will establish new provisions that approximate the purport of the invalid provision as much as possible.
- 17.5 In the event of a discrepancy between the provisions of the General Terms and Conditions and the Order, everything laid down in the Order will prevail.

## 18. Applicable law / competent court

- 18.1 These General Terms and Conditions and all Orders are governed exclusively by the laws of the Netherlands.
- 18.2 Any disputes arising from the Order and/or the General Terms and Conditions will be submitted to the competent court in Amsterdam if no amicable settlement of the dispute can be reached between Sanoma and the Client.

These General Terms and Conditions were most recently amended on 1 January 2018.

## Additional Advertising Terms and Conditions

[www.startpagina.nl](http://www.startpagina.nl)

In addition to and notwithstanding the General Terms and Conditions, the Additional Terms and Conditions as mentioned below apply to quotes with regard to advertisements on [www.startpagina.nl](http://www.startpagina.nl) and the consequent agreements.

1. Sanoma Digital The Netherlands, owner of [www.startpagina.nl](http://www.startpagina.nl) is part of the Sanoma Digital Group The Netherlands B.V. on its turn part of Sanoma Media Netherlands B.V.
2. Offers relating to advertising on [www.startpagina.nl](http://www.startpagina.nl) are not subject to company discounts.
3. At your request Sales administration will send you an e-mail with a URL, along with user name and password, allowing you to directly access your advertisement's click results.
4. If the advertisement involves a text link on the home page of [www.startpagina.nl](http://www.startpagina.nl) and generates on average less than 500 clicks a day recorded over a one-month period, Sanoma has the right to terminate the entry of this text link and the present agreement.  
Sanoma will inform you of this in writing at least two weeks before this termination. Also in that case, Sanoma charges the number of clicks that have actually been made.
5. The website, at the address to which the text link refers, is approved by the editorial staff of [www.startpagina.nl](http://www.startpagina.nl). If changes are made to the contents and/or concept of this website, you must inform Sanoma in this respect within two working days. The editorial staff will re-evaluate the website. If the evaluation by the editorial staff of [www.startpagina.nl](http://www.startpagina.nl) is negative, Sanoma will contact you. If the website receives a negative evaluation from the editorial staff of [www.startpagina.nl](http://www.startpagina.nl) again after consultation with Sanoma, the latter has the right to terminate the entry of this text link and the present agreement. Sanoma will inform you of this in writing at least two weeks before this termination. If there is illegal content, Sanoma is entitled to terminate the present agreement with immediate effect.
6. It is only allowed to have one window open on the visitors' screen when they click on the text link on [www.startpagina.nl](http://www.startpagina.nl). The target site may not display pop-ups upon a first visit via the link on [www.startpagina.nl](http://www.startpagina.nl) within fifteen seconds after the click on this link. If the website wants to open a second window on the visitors' screen in a different way upon a first visit, such is only allowed after Sanoma has agreed here to in writing (if necessary after consultation).
7. The description of the text link to be placed on [www.startpagina.nl](http://www.startpagina.nl) will be determined after consultation by the editorial staff of [www.startpagina.nl](http://www.startpagina.nl). For purposes of optimization, the editorial staff of [www.startpagina.nl](http://www.startpagina.nl) can change the name of the category in which the advertisement is placed at any time, and/or rearrange the various categories on [www.startpagina.nl](http://www.startpagina.nl); for this same purpose the editorial staff can also provide suggestions for the description of the text link.
8. Sanoma can also place the text link to said URL on other websites (including on websites of third parties). If you do not want your text link to be used at locations other than the agreed location, Sanoma will naturally see to it in mutual consultation with you.
9. In view of the continuous optimization of [www.startpagina.nl](http://www.startpagina.nl) and the improvement of the convenience for visitors of [www.startpagina.nl](http://www.startpagina.nl), Sanoma reserves the right to test the text link on [www.startpagina.nl](http://www.startpagina.nl) temporarily for a maximum period of two consecutive weeks. The tests will be done on the basis of what is referred to as 'multivariation', which show a deviating page to a certain percentage of the visitors of [www.startpagina.nl](http://www.startpagina.nl). The results of the test will be discussed with you if and insofar as they give reason for change.
10. Payments preferably take place by direct debit. Sanoma kindly requests you to fill in and sign the once-only authorization on the annex.
11. If you make payments by direct debit, the invoiced amount will be debited from your account around the 15th day after the invoice date.
12. Sanoma may at its own discretion during the term of the agreement change its fee(s). Fee changes will be communicated at least one (1) month in advance.
13. If there are any discrepancies between these General Terms and Conditions and the offer or the agreement concluded between Sanoma and you, everything laid down in the offer or the agreement shall prevail. In the event of discrepancies between the offer and the agreement, everything laid down in the agreement shall prevail. In the event of discrepancies between the General Terms and Conditions and these Additional Advertising Terms and Conditions [www.startpagina.nl](http://www.startpagina.nl), the terms and conditions of the Additional Advertising Terms and Conditions [www.startpagina.nl](http://www.startpagina.nl) will prevail.
14. The agreement will be for the term stated in the offer or agreement (whichever applies) and will automatically be extended indefinitely unless agreed otherwise. If the offer or agreement does not mention a specific term, the agreement will be for an indefinite term.
15. This agreement may be terminated by either party with due observance of a term of notice of one (1) month.
16. No rights may be derived from estimates of the number of clicks.

Sanoma Media Netherlands B.V.

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