

**Terms & Conditions Promodeals B.V.****1. Terminology**

<b>Advertiser:</b>	Natural- or legal person who accepts an advertising contract or party that places advertisements within the Promodeals network.
<b>Terms &amp; Conditions:</b>	The present Terms & Conditions.
<b>Visitor:</b>	A person who visits (a) website(s) of Promodeals.
<b>Contract:</b>	A written agreement made by both parties, where Services are described and these Terms & Conditions are mentioned.
<b>Services:</b>	Agreements as confirmed in the contract between Advertiser and Promodeals.
<b>User:</b>	Every person and/or organization that uses the affiliate software of Promodeals.
<b>Party:</b>	A party that is mentioned in the contract.
<b>Pixel:</b>	A code that is implemented on the website of the user which can register traffic.
<b>Promodeals:</b>	Promodeals B.V. , located on Kasteleinenkampweg 9, 5222 AX 's-Hertogenbosch, The Netherlands. Responsible for all websites within its portfolio.
<b>Transactions:</b>	The sale-, lead- and/or click commission that the user pays to Promodeals.
<b>Website:</b>	A website, mobile version of a website, applications, white label version of a (mobile) website or application offered by Promodeals. Or other application or medium owned by or utilized by Promodeals.

**2. Applicability**

- 1.1 The disclaimer of Promodeals is applicable on the offering of all Services by Promodeals, which are mentioned in the Contract.
- 1.2 Promodeals reserves the right to change this disclaimer at any You agree to abide by the most recent version of this Terms & Conditions each time you view and use the Website. You are accordingly advised to consult the Terms & Conditions each time you view and use the Website. Do not use the website if you do not agree to all of the following Terms & Conditions. In case of fundamental change in the Terms & Conditions we will notify all Advertisers.

- 1.3 If the Terms & Conditions gets changed, those changes will effect previously made Contracts. It is deemed that the Advertiser agrees with the changed Terms & Conditions if the Advertiser continues to make use of Promodeals' services.
- 1.4 When a Party desires to act in contrary to the determined Terms & Agreements then that Party needs written permission to do so by the other Party.
- 1.5 Multiple articles within these terms and conditions can be applicable when offering of multiple Services at the same time occurs. If contradictions may appear in these terms and conditions, the article with the highest number will prevail.
- 1.6 If one or more provisions, or parts thereof, are violated by the Advertiser. Then Promodeals is in no way obligated to refund any money.

### **3. Creation of a Contract**

- 3.1 A contract can be created in two ways; a) An Advertiser sends a request to Promodeals, Promodeals will send a conformation by writing. b) An advertiser received a quote from Promodeals, the advertiser sends a conformation by writing to Promodeals.
- 3.2 A written quote can be supplied by Promodeals on the request of the Advertiser. Within the quote the validity of the quote is mentioned. If the validity is not mentioned; the validity is 10 (ten) days.
- 3.3 Expressions made by Promodeals concerning its Services are subjected to ge ,including availability. All rights reserved.
- 3.4 Every contract will be closed under the condition of acceptance of the Advertiser by Promodeals.
- 3.5 At the request of the Advertiser, Promodeals can provide an option to supply a service. Promodeals reserves the right to cancel this option at all times, where specification of motive is not mandatory.

### **4. Advertising Material**

- 4.1 The advertising material shall at all times be supplied by the Advertiser. The material shall be supplied on time to Promodeals, a minimum of 48 hours in advance of the placement. If this deadline is not met, Promodeals reserves the right not to publish the material.
- 4.2 The material supplied by the Advertiser needs to meet the supply specifications, mentioned on the website.
- 4.3 Promodeals reserves the right to change the material supplied by an advertiser. Or to decide not to use the material, where specification of motive is not mandatory.
- 4.4 The manner of placement and positioning of the advertising material will at all times be determined by Promodeals and can be changed by Promodeals at any given time. Unless otherwise agreed within the Contract.
- 4.5 When supplying an XML-feed to Promodeals, it is vital that the feed is working correctly. Furthermore, this XML-feed needs to comply to Promodeals' policy regarding XML-feeds. If the XML-feed is not working correctly or does not comply to the pre-given standards then Promodeals is entitled to terminate the feed within own control systems, which causes a (temporary) stop in display on the Website
- 4.6 If the campaign and/or advertising material of the Advertiser does not match with the requirements and/or objectives of Promodeals, Promodeals is authorized to stop any display on their Website(s).

- 4.7 Advertising contracts that include a payment method on the basis of CPM (cost per 1000 impressions) that do not reach the predetermined amount of impressions within a certain time, agreed upon in the contract, will be (communicated with the Advertiser) : a) terminated, in which the completed CMP will be paid and the advertisement taken down, b) extended till the agreed CPM is reached; or c) used for (an) other Website(s)
- 4.8 Promodeals is free to publish (discount)campaigns and/or banners provided by an Advertiser, but is never obligated to do so.

## **5. Payment and Compensation**

- 5.1 The Advertiser is obligated to compensate for the Services delivered by Promodeals as agreed upon within the Contract.
- 5.2 Promodeals is entitled to bill starting costs to the Advertiser, these costs are made with the startup of a campaign.
- 5.3 Every amount that is due to be paid by the Advertiser needs to be paid before the start of a campaign, unless otherwise agreed upon in the Contract.
- 5.4 Any amount billed by Promodeals and to be paid by an Advertiser needs to be paid within 10 days after the billing date, unless otherwise agreed by writing.
- 5.5 Every price mentioned is including VAT, unless otherwise stated.
- 5.6 The Advertiser is liable for payment at all times, unless an affiliate network functions as middleman.
- 5.7 If an Advertiser has a contract with Promodeals but works with an affiliate network as middleman, then the Advertiser must notify Promodeals by writing when their contact with the affiliate networks stops.
- 5.8 If it is agreed within the Contract to collect payments by preauthorized debit, the collection will be executed within a minimum of 10 days prior to the completion of the Service delivered by Promodeals, unless otherwise stated in the Contract.
- 5.9 If the payment stated in 5.7 by preauthorized debit cannot be conducted, Promodeals bills 2% of the total amount due for administrative costs to be paid by the Advertiser.
- 5.10 Promodeals reserves the right to change the amounts charged for its Services. Unless otherwise stated in the Contract, those changes will effect existing Contracts and Services that still need to be carried out. If the price for a Service changes, the Advertiser has the option to terminate the part of the Contract that is related to Services that still needs to be carried out by Promodeals.
- 5.11 It is not allowed in any way to deduct payables of the side of Promodeals from payables of the side of the Advertiser.
- 5.12 If, for the purpose of compensation, a measuring system is used, Part 2 of these Terms & Conditions is applicable together with Supplementary Provisions with regard to Affiliate Software. The measuring systems of Promodeals are dominant.
- 5.13 If Promodeals is using advertising material supplied to Promodeals via its measuring systems, the Advertiser will never be authorized to lower the compensation, unless otherwise agreed upon by writing.
- 5.14 In case of late payments or absence of payment, Promodeals reserves the right to: a) terminate all ongoing or future planned Services without notice, or; b) to charge the legal interest added with 1% on the total amount due on the date the payment should have taken place till the date the payment is received by Promodeals.
- 5.15 For the purpose of 5.12, the Advertiser will bear for all costs made, including juridical assistance, litigation costs and miscellaneous costs, for the collection of the amount due by the Advertiser.

## **6. Cancellation by Advertiser after Contract has been closed**

- 6.1 When an Advertiser terminates a contract and thus cancels Services to be delivered by Promodeals, the Advertiser has to pay certain costs, those costs will consist of a) all the costs that Promodeals has to make to third parties on the moment of termination, AND b) extra costs for termination of a Contract. The Cost mentioned in 6.1, sub B, will be determined with reference to the costs mentioned in the Contract and the time the termination occurred, relative to the advertising period.
- 6.2 Notifying Promodeals about a possible termination of a Contract can only be done by writing.

## **7. Obligations Promodeals**

- 7.1 Services offered by Promodeals will be executed as agreed upon within the Contract. Promodeals needs to execute their services within full capability.
- 7.2 Promodeals reserves the right to suspend the supply of its Services to the Advertiser in case the Advertiser fails to meet any obligations mentioned in these Terms & Conditions or the Contract.
- 7.3 If costs are associated to the situation mentioned in 7.2 then Promodeals is authorized to bill these costs to the Advertiser.
- 7.4 Services offered by Promodeals will be supplied without any guarantee concerning: availability, reliability, suitability, safety or absence of viruses.
- 7.5 Promodeals reserves the right to postpone the supply of its Services when unforeseen circumstances ((an) event(s) not within the power of Promodeals) occur.

## **8. Obligations and limitations advertiser**

- 8.1 Services offered by Promodeals will be conducted by the Advertiser as agreed upon in the Contract.
- 8.2 If defects on the side of Promodeals occur, the Advertiser has the right to contact Promodeals, who need to make efforts to solve those defects.
- 8.3 It is forbidden for the Advertiser use the Services of Promodeals for purposes that contradict with the: Contract, the terms and conditions and relevant articles of Dutch law.
- 8.4 The Advertiser may not use the Services supplied by Promodeals for: a) reproducing and/or publishing and/or the modification of software or other material when such reproduction and/or publication and/or modification infringes law, including the intellectual property of third parties; b) unlawful statements; c) the unlawful approach, threatening or harassment of people; d) sending great sums of emails to third parties; e) sending emails or uploading files that contain viruses or comparable software that can harm the Services offered by Promodeals, the internet or computers and/or software of third parties; f) claiming a false identity; g) limiting the ability for third parties to make use of the Services of Promodeals and/or the internet.
- 8.5 The Advertiser indemnifies Promodeals from all liability regarding claims of third parties that cover the advertising material published on our media.

## **9. Contract Conditions**

- 9.1 The duration of a Contract between Promodeals and Advertiser is stated within that same Contract. If the duration of the Contract is stated, the Contract will be valid for 1 year.

- 9.2 Unless otherwise agreed upon within the Contract, an expired contract as mentioned in 9.1, will be extended with one same term, unless the contract will be terminated by writing by one of the parties at least 30 days before the end of the contract term.
- 9.3 Promodeals reserves the right to terminate the contract, without stating any reason.
- 9.4 Promodeals cannot be held responsible for any pre-stated numbers and/or figures (amount of visitors, sales, etc.) added to this the Advertiser cannot make any claims on these.
- 9.5 A contract is signed by a natural- or legal person, in combination with advertising space. Advertising space is defined as everything regarding a web shop, website, application, banner space and/or other ways possible to reach the public. The exact combination of the elements mentioned previously, namely the person and the advertising space, are vital to Promodeals for signing the Contract. And if one of these elements changes, Promodeals will terminate the contract immediately.
- 9.6 As stated in 9.5, the Contract will be terminated immediately when an advertiser decides to transfer their advertising space/campaign, as referred to within the Contract, to a third party.
- 9.7 The advertiser is obligated to notify Promodeals by writing, within 5 days, when (an) advertising campaign/space is taken over by a third party.

## **10. Force Majeure**

- 10.1 Parties are not bound to the Contract or any other obligations if a situation of force majeure occurs. Force majeure is defined as: a non-imputable shortcoming by a third party and/or supplier, a temporary full or partial unavailability of hardware, software and/or internet- or other telecommunication connection which are vital for the supply of Services, the termination of a Website managed by a third Party and any other situation which cannot be controlled by Promodeals or the Advertiser. In case of force majeure, a Party cannot be held liable for any damaged caused to the other Party.
- 10.2 If a situation described in 10.1 lasts longer than 30 days, then both Parties have the right to terminate the contract by writing.

## **11. Liability and Safeguard**

- 11.1 Promodeals cannot be held liable for any damages caused to the Advertiser, arising from the Contract or Services, unless those damages are caused intentionally, by negligence or intentional recklessness on the side of Promodeals.
- 11.2 Promodeals can never be held liable for any direct or indirect damages arising from engaging transactions and/or agreements between Advertiser and its contract parties.
- 11.3 The Advertiser indemnifies Promodeals for all damages and/or claims of third parties concerning: a) the use of the Advertiser's Services; and b) Acting and/or the omitting by the Advertiser in violation with the Contract or these Terms & Conditions.
- 11.4 The liability of Promodeals does not go beyond the redelivery/replacement of the Services covered in the Contract, or compensation no higher than the invoice value of those Services in accordance with Article 5 of these Terms and Conditions. The compensation should relate to the degree Promodeals came short to its promise. Small deviations from the contract on the side of Promodeals cannot lead to compensation.

## **12. Secrecy**

- 12.1 Both parties are bound to secrecy regarding confidential and/or business sensitive information during the establishment and duration of the contract. This bound to secrecy is also applicable till after the duration of the contract.
- 12.2 Parties will not publish confidential and/or business sensitive information without a written statement expressing the approval of the other party.
- 12.3 The above mentioned duties regarding secrecy are not applicable when: a) a Party is obliged to the publication on terms of legislation or ordered to do so by a legal authority; b)

the information at the time of the disclosure forms part of the public domain and enjoys general awareness.

### **13. Privacy Advertiser**

- 13.1 Promodeals offers services and processes data from Advertisers in accordance with its privacy policy.
- 13.2 Personal data as part of the Contract that are collected, obtained or otherwise processed will remain property of Promodeals, unless Promodeals and the Advertiser otherwise agreed in writing about the use thereof.

### **14. Privacy Visitor**

- 14.1 Promodeals respects the privacy of all the Visitors of its Website(s) and shall ensure that the personal information obtained about Visitors will be treated with confidentiality.
- 14.2 When registering with one of Promodeals' Websites, the visitor automatically agrees with these Terms and Conditions.
- 14.3 When registering a personal account using an email address, the user gives permission for mailings of (future) website(s), projects and/or initiatives by Promodeals.

### **15. Content Website(s)**

- 15.1 Promodeals strives at all times to publish reliable and accurate content on its Website(s)
- 15.2 The editors of Promodeals work, if possible, around the clock to its Website(s), and, if incorrect information is detected, these inaccuracies will be changed as soon as possible.
- 15.3 Promodeals is in no way liable for any false information regarding to the campaigns and/or advertising material published on its Website(s).
- 15.4 If any incorrect information regarding promotions and/or advertising material is found by a Visitor, he or she does not have any right to claim a reimbursement and/or compensation.

### **16. Supplying Content**

- 16.1 If Promodeals offers content for third Parties, it strives to publish this content as accurate and complete as possible.
- 16.2 Promodeals is in no way liable for any incorrect information relating to the provided content and/or advertising material.
- 16.3 The editors of Promodeals reserve the right to a processing time, in which they strive to create optimized content. This processing time has an average duration of 2 hours.

### **17. Copying Content**

- 17.1 The content provided by Promodeals may never be used for any form of publication, unless a written agreement is given by Promodeals that states otherwise.
- 17.2 The texts, drawings, photos, logos, movies, images, data, software, names, trade- and domain names, trademarks and other components on the Websites of Promodeals are protected by intellectual property rights and belong to Promodeals. Where use is made of the Content of third party scripts, copyrights thereof belong to these parties, unless otherwise stated. It is strictly forbidden to save (other than required to view the Website), modify, publish, create, reproduce, distribute, transmit, sell or otherwise transfer or granting rights to third Parties without prior written consent of Promodeals.



## **18. Intellectual Property Rights**

- 18.1 Copyright, or other intellectual property produced by or on behalf of Promodeals rests with Promodeals, unless it can be made clear that there was essential direct contribution of the Advertiser. If the copyright or any other intellectual property right of Promodeals is violated by the Advertiser, a fine will be imposed together with possible other measures. The fine size is to be paid by the Advertiser, which is at least 25,000 Euros (twentyfivethousand Euros) for violating the use of its property. Besides this the Advertiser has to pay for all damages caused by its actions.
- 18.2 The intellectual property rights on all, by Promodeals supplied or offered Services, shall remain vested in Promodeals or its licensors. It is possible that, if necessary for the use of Promodeals' Services, Promodeals grants a limited, non-exclusive, non-transferable right to use the intellectual property during the term of the Contract.

## **19. Miscellaneous**

- 19.1 Promodeals is allowed to hire third Parties for the benefit of executing the Contract.
- 19.2 The Contract and these Terms and Conditions, in all parts, determine the legal relationship between the Parties and supersede all previous agreements between the Parties relating to the subject of the Contract.
- 19.3 In case of a conflict between the provisions in the Contract and these Terms and Conditions, the in the Contract will prevail.
- 19.4 If and insofar any part or provision of the Contract of these Terms and Conditions contradicts to any mandatory provisions of (inter)national legislation, the residual parts or provisions of the Contract will be unimpeded. In such case, the Parties will adopt new provisions that in essence strive to reach the same outcome but comply to (inter)national regulation.
- 19.5 It is in no way possible for a Party to transfer its rights and obligations from the Contract to a third Party, without written permission by the other Party. Promodeals is entitled to transfer its rights and obligations from the Contract to a group company, without the prior written permission of the Advertiser. The Advertiser will be informed by writing from Promodeals about such transfer.

## **20. International Court Applicability**

- 20.1 Dutch law is applicable on these Terms and Conditions, the Contract and/or the supply of Services.
- 20.2 Any disputes arising from these Terms and Conditions, the Contract and/or the supply of Services shall, if no resolution to the dispute can be achieved, be submitted to the competent court in Amsterdam.