

General Terms and Conditions - Kiesproduct B.V. (Publisher)

Contents:

- Article 1. - Definitions
- Article 2 – Publisher's identity
- Article 3 – Applicability
- Article 4 - The agreement
- Article 5 - Nature of the Affiliate Service
- Article 6 - Use of the Affiliate Service and provision of Product Information
- Article 7 - Rates and payment
- Article 8 – Username and Password
- Article 9 - Suspension
- Article 10 - Limitation of liability
- Article 11 - Force majeure
- Article 12 - Confidentiality & Privacy
- Article 13 - Intellectual property
- Article 14 - Termination
- Article 15 - Dutch law

Article 1. - Definitions

The following definitions, both in the singular and in the plural, apply in these conditions:

- 1.1. **General Terms and Conditions:** These general terms and conditions, regardless of how they are made known;
- 1.2. **Publisher:** the natural person or legal entity providing Affiliate Services to the Client;
- 1.3. **Client:** The party entering into or wishing to enter into an Agreement with Publisher for the Publisher's Affiliate Services;
- 1.4. **Parties:** Publisher and Client together.
- 1.5. **Affiliate service:** The Publisher will provide services for the Client which consist of the acquisition of website visitors for the Client, for which the Client will pay the Publisher a fee.
- 1.7. **Agreement:** The agreement between the Publisher and the Client on the basis of which the Publisher makes its services available to the Client;
- 1.2. **Start-up costs:** A one-off fee that is charged to the Client by the Publisher at the start of its Affiliate Service;
- 1.3. **CPC:** Cost Per Click, charged to the Client by the Publisher for each Click generated by the Publisher for the Client's Affiliate Service;
- 1.4. **Click:** A registration of a clicked deep link in the Publisher's system. For billing purposes, a maximum of five clicks from the same IP address/user on the same webshop offers on a 24-hour day (00:00:00 - 23:59:59) will be billed. Clicks from the Publisher's internal systems, as well as clicks by bots identified by the Publisher as bots, are filtered out and are not included in the invoicing.

1.8. **Product Information:** Information concerning the product, the service, the price and the organisation/webshop of the Client, including but not limited to a logo or brand of the Client and a hyperlink to the Client's website, which is placed on the Website;

1.9. **Website:** The websites (including all sub-domains): Kiesproduct.nl, Kiesproduct.be, Shoparize.nl, Shoparize.be, Shoparize.de, Shoparize.fr, Shoparize.co.uk, Shoparize.at, Shoparize.ch, Shoparize.it, Shoparize.es, Shoparize.pl, Shoparize.dk, Shoparize.fi, Shoparize.se, Shoparize.no, Shoparize.com AND services such as Google Shopping, Search Engine Campaigns managed by Publisher;

1.11. **Username:** The username assigned to the Client by the Publisher, consisting of a combination of numbers and/or letters, used in combination with the Password to obtain access to the Control Panel;

1.12. **Password:** The password assigned to the Client by the Publisher, consisting of a combination of numbers and/or letters, used in combination with the Password to obtain access to the Control Panel;

1.13. **Control Panel:** A private website, only intended for Clients with a Username and Password to view reports from the Publisher's Affiliate Service;

Article 2 – Publisher's identity

Kiesproduct B.V.
Oudeschans 79D
1011 KW Amsterdam, The Netherlands

Telephone number: 085-0605674
Email address: : info@kiesproduct.nl
(Mondays to Fridays from 9 a.m. to 6 p.m.)

Chamber of Commerce number: 59260831
VAT identification number: NL853393163B01

Article 3 – Applicability

3.1. These General Terms and Conditions apply to every Agreement and also to quotes and/or offers issued by the Publisher.

3.2. The Publisher has the right to refuse to enter into an Agreement with a Client without stating the reasons.

3.3. If any provision of an Agreement conflicts with the provisions of these General Terms and Conditions, the provisions of the Agreement will prevail.

3.4. The Publisher explicitly rejects any deviating terms and conditions of the Client except to the extent that it has explicitly agreed to the terms and conditions of the Client in writing.

3.5. Any deviations from these General Terms and Conditions will only be valid if they have been expressly agreed in writing by parties.

3.6. If one or more provisions of these General Terms and Conditions or the Agreement is or becomes void, then the remaining provisions of these General Terms and Conditions will remain in full force. The Publisher and the Client will then consult to agree on new provisions to replace them. The aim of the purport of the original provisions is taken into account as much as possible.

Article 4 - The agreement

4.1. All the Publisher's offers and quotations will be free of obligation, unless expressly agreed otherwise in writing.

4.2. Agreements are only entered into when the Publisher has accepted an order from the Client in writing or by electronic confirmation, or after both Parties have signed an Agreement or have otherwise agreed digitally. The Publisher is entitled to refuse an assignment, it is not bound to state its reasons in this regard.

4.3. The Publisher reserves the right to perform a credit check both prior to the Agreement and during the term of the Agreement. In the event that the credit advice does not meet the standard as determined by the Publisher, the Publisher may terminate the Agreement immediately, a deposit may be required or payment by direct debit may be made mandatory, at the Publisher's discretion.

Article 5 - Nature of the Affiliate Service

5.1. The Publisher offers the Client the possibility to place Product Information on the Website, so that website visitors can become acquainted with this information and can include this information in their comparison. The Publisher offers website visitors the opportunity to contact the Client via a hyperlink or other contact options made available by the Publisher. The Publisher promotes the Client through other services such as Google Shopping.

5.2. The Publisher endeavours to display all the Client's products and prices correctly on the Website. However, the Publisher is not liable for the absence of Product Information or the mention of incorrect prices on the Website.

5.3. The Publisher endeavours to update the Client's Product Information several times a day on the Website. However, the Publisher cannot give any guarantees for this. The Client must check for itself whether the Product Information has been processed correctly and on time. If the Product Information has not been correctly processed, such as, but not limited to, if the Client has made a new data file available, then the Client must immediately notify the Publisher in writing. The Publisher is not liable for any adverse consequences thereof. Moreover, this does not discharge the Client of its obligation to pay for the use of the placement of the Product Information.

5.4. The Product Information comes from the Client. The Client is responsible for the correctness and completeness of the Product Information. The Publisher does not bear any responsibility or liability for the content of the Product Information. The Publisher cannot guarantee that Website Visitors and/or the Client can use the Website and the services provided by the Publisher at all times. Disruptions to the Website and the services may occur, among other things, as a result of disruptions in the Internet connections or in the electricity network. The Publisher is not liable for any adverse consequences as a result.

5.5. The Publisher is entitled, without prior notice, to take the Website offline (temporarily or otherwise) and/or to limit its use if this is necessary in the Publisher's opinion, for example in the context of the reasonably required maintenance of the service. The Publisher is not liable for any adverse consequences thereof.

5.6. The Publisher is entitled, without prior notice, to make procedural and technical changes and/or improvements to the Website. If the change and/or improvements have a significant adverse effect on the accessibility and functioning of the Website in the Publisher's opinion, the Publisher will inform the Client within a reasonable period of time before the introduction of the change and/or improvement. The Publisher is not liable for any adverse consequences thereof.

5.7. Any periods communicated to the Client (including delivery periods) and data are only estimates and are not deadlines, unless expressly agreed otherwise.

5.8. If and to the extent that a proper performance of the Agreement requires this, the Publisher is entitled to engage third parties in the performance of the Agreement.

Article 6 - Use of the service and provision of Product Information

6.1. For the purpose of displaying Product Information on the Website, the Client provides the Publisher with a data file that meets the specifications laid down by the Publisher. These specifications are provided to the Client and can be adjusted by the Publisher from time to time.

6.2. The Client guarantees that all data, including but not limited to the Product Information that must be provided to the Publisher for the performance of the Agreement, is complete, correct and current.

6.3. The Client is responsible for checking the Product Information displayed on the Website.

6.4. The Client ensures that the data file made available to the Publisher does not contain viruses, worms, Trojan horses, malicious software or other defects.

6.5. The Client guarantees that the content of the Product Information does not breach the applicable legislation and regulations, including but not limited to the Advertising Code.

6.6. The Client guarantees that the content of the Product Information does not infringe the rights of third parties.

6.7. The Client guarantees that the content of the Product Information does not harm the Publisher's good name and reputation and that the content of the Product Information is not unlawful in any other way.

6.8. The Client ensures that all data and information which the Publisher has designated as necessary or which should reasonably be understood by the Client as being necessary for the Agreement's performance are made available to the Publisher in full and in good time and will afford the Publisher all required cooperation.

6.9. The Publisher reserves the right to check the Product Information provided by the Client and refuse or remove placement on the Website.

6.10. The Client fully indemnifies the Publisher against claims from third parties arising in any way from and/or related to the Product Information placed by it including, but not limited to, any claim based on the allegation that the relevant Product Information is in violation of applicable legislation or infringes the intellectual property or other rights of third parties.

Article 7 - Rates and payment

7.1. The Publisher's prices are exclusive of VAT and other levies that may be imposed by the government.

- 7.2. The Publisher's services are provided on the basis of actual costs, with the exception of subscriptions.
- 7.3. Start-up costs and subscriptions are invoiced in advance, unless explicitly agreed otherwise in writing.
- 7.4. In the case of CPC services, a minimum invoice amount can be agreed.
- 7.5. Invoicing takes place based on the Publisher's records and measurement data, unless explicitly agreed otherwise in writing. The Client explicitly agrees with the Publisher's measurement system. The Publisher may change this measuring system from time to time. The Publisher will inform the Client about this immediately.
- 7.6. The Publisher is entitled to change the rates at any time. These rate changes take effect thirty days after notification to the Client.
- 7.7. If the Client does not wish to accept the changed rates, he must cancel the Agreement within these thirty days. If the Client fails to do so, he indicates that he agrees with the changed rates.
- 7.8. The Publisher will invoice the services provided by it monthly. Payment must be made within a payment period of 14 days after the invoice date, unless explicitly agreed otherwise and as stated on the invoice.
- 7.9. If the Client has indicated that it will pay by direct debit, it authorises the Publisher until further notice to automatically debit the amounts due under the Agreement from the account of the Client. After the Agreement has ended, the Client must pay the amounts due for services offered by the Publisher prior to the date of termination.
- 7.10. Any discount on rates given by the Publisher is processed in the invoice amount. The Publisher is not obliged to specify the discounts on the invoice. Discounts given are listed in the Control Panel. The Client must check the invoices on the basis of the data in the Control Panel.
- 7.11. No rights may be derived from these discounts. The Publisher may change these discounts from time to time.
- 7.12. All payments by the Client will be settled first with the oldest outstanding invoices, regardless of any other indication by the Client. The Client is not entitled to any suspension, set-off or discount, unless provisions of mandatory law grant it such.
- 7.13. The Client is immediately in default if it fails to pay any invoice within the payment period, without any reminder or notice of default being required. From the time of default until the date of full payment, the Client owes the statutory commercial interest on the outstanding amount.
- 7.14. If the Client fails to pay the outstanding amounts with the interest owed on them, the Publisher can transfer its claim for collection. All related costs, both judicial and extrajudicial costs, are payable by the Client. The extrajudicial costs in this context are set at 15% of the principal sum, with a minimum of EUR 350 (three hundred and fifty euros).
- 7.15. Any objections from the Client with regard to the invoices sent by the Publisher must be submitted to the Publisher in writing or by e-mail within eight days of the invoice date. If the Client has not submitted any objections within this period, it will be deemed to have approved the invoice. Disputing an invoice does not release the Client from its obligation to pay the invoice.

7.16. In the event that at any time the Publisher has reasonable doubts as to the Client's creditworthiness, the Publisher may - before fulfilling, or continuing to fulfil, any of its obligations - demand from the Client that it make an advance payment for the costs of the Affiliate Service or that it provide adequate security in the amount that the Publisher can claim from the Client under the Agreement.

7.17. The Client can no longer rely on a defect in the Publisher's measurements if it has not objected with regard to the matter within the reasonable time period after it discovered the defect or should reasonably have discovered it. The right to correct an invoice due to measurement differences will in any case lapse two months after the invoice date.

7.18. In the event of disputes about the measurement results, the Publisher's measurement data will be binding.

If the Client has doubts about the accuracy of the Publisher's records and measurement data, it must report this immediately and in writing. In that case, the Client is entitled, at most once a year, to have the Publisher's records inspected and checked by an independent chartered accountant. This administrative investigation is carried out during normal office hours and without this conflicting with the Publisher's normal activities. The costs for such an administrative investigation, including but not limited to the costs for the Publisher, are payable by the Client, unless the investigation shows that there are serious irregularities.

7.19. If an administrative investigation has not been carried out within three months of reporting doubts about the accuracy of the Publisher's records and measurement data, the right to this lapses unless the Client is not responsible for exceeding the term or this is not for its risk. If the Client does not use the opportunity to perform an administrative investigation, it will be assumed that the Publisher's measurement data are correct and the Client will not be able to provide proof to the contrary.

Article 8 – Username and Password

8.1. If the Client receives a Username and Password from the Publisher, it is not entitled to allow third parties to use this. The Username and Password are strictly Client-personal.

8.2. The Client is responsible and liable for any use of the Username and Password, regardless of who actually uses the Username and Password. The Client fully indemnifies the Publisher in connection with third-party liability for damage or otherwise, arising in any way through the use made with the Username and Password.

8.3. The Publisher is entitled to change the Username and Password if this is necessary in the interest of the functioning of its services. The Publisher will immediately inform the Client of this.

Article 9 - Suspension

The Publisher is entitled to suspend its services and to exclude the Client from any further use of the services, inter alia by removing its Product Information, if it suspects that the Client is acting contrary to these General Terms and Conditions and/or the Agreement in any way whatsoever, without the Publisher being obliged to pay any compensation. The suspension will only end once the Client has removed the ground for this to the Publisher's satisfaction.

Suspension of its services does not affect the Publisher's right to demand full compliance with the payment obligation, to take further legal measures against the Client and/or to claim compensation.

Article 10 - Limitation of liability

10.1. Should the Publisher be liable, the liability is limited to what is laid down in this article. Apart from the cases referred to in this article, the Publisher will not in any way be liable to pay any damages, regardless of the grounds on which an action for damages would be based. To the extent permitted by law, the provisions in this article also apply to any licensors of the Publisher.

10.2. The maximum amount of damage for which the Publisher is liable is the total amount of payment that has become due in the three months prior to the time of the damage-causing event. However, if the Agreement has a term of more than three months, the stipulated price will be set at the payments due over the last three months. However, in no case will the total payment for direct damage consist of more than EUR 2,500 (two and a half thousand euros).

10.3. 'Direct damage' exclusively means:

- i. The reasonable costs for determining the cause and extent of the damage;
- ii. Any reasonable costs incurred in order to ensure that the Publisher's defective performance conforms to the Agreement, unless this defective performance cannot be attributed to the Publisher; iii. Reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage.

10.4. The Publisher is never liable for indirect damage (such as consequential damage, lost turnover and profit, loss of data and immaterial damage).

10.5. The liability limitations for direct damage included in these General Terms and Conditions will not apply if the damage is the result of an intentional act or omission or gross negligence on the part of the Publisher or its staff.

Article 11 - Force majeure

11.1. The Parties are not obliged to fulfil any obligation where prevented from doing so as the result of force majeure. Force majeure on the part of the Publisher includes, but is not limited to, a failing by suppliers and/or other third parties that the Publisher uses to provide the Affiliate Service. In particular, the Parties agree that any disruption and/or temporary or definitive termination of the services of Google Shopping and related services to the Publisher is deemed by the Parties to be force majeure, regardless of the cause of the disruption or temporary and/or definitive termination of the services of Google Shopping or affiliated service.

11.2. The Parties may suspend the obligations ensuing from the Agreement during the period that the force majeure continues. If this situation lasts longer than two months, either party will be entitled to cancel the Agreement.

11.3. Insofar as the Publisher at the time of the occurrence of force majeure has in the meantime partially fulfilled its obligations under the Agreement, it is entitled to charge the part already fulfilled.

11.4. The Publisher also has the right to invoke force majeure if the circumstance that gives rise to the force majeure occurs after the Publisher should have performed its work and/or services.

Article 12 - Confidentiality & Privacy

12.1. The Parties ensure that all confidential information they receive from the other Party is kept strictly confidential. They will also impose this obligation on their employees and any third parties hired by them in connection with the performance of the Agreement.

12.2. Information will in any case be considered confidential if one of the Parties indicates that such information is confidential.

12.3. The Client will handle all data obtained in relation to the services provided by the Publisher in accordance with the applicable legislation.

Article 13 - Intellectual property

13.1. All intellectual or industrial property rights on all materials developed and/or made available under the Agreement such as reports, advice and data, hereafter referred to as 'Information', are exclusively vested in the Publisher or its licensors, unless explicitly agreed otherwise in writing.

13.2. The Client obtains the non-exclusive, non-sublicensable and non-transferable right to use the Information exclusively for the purpose for which it was made available to it and it may not reproduce, disclose or make it known to third parties without prior permission from the Publisher.

13.3. The Client may not remove or amend any indication relating to copyrights, trademarks, trade names and other intellectual or industrial property rights from the Information.

13.4. Insofar as it follows from any statutory provision that the Client could claim any right of intellectual or industrial property or a co-entitlement in such a right in the Information, the Client undertakes to afford all necessary cooperation for the transfer of those rights to the Publisher at the Publisher's first request.

13.5. The Publisher indemnifies the Client against any legal claim based on the allegation that the Information infringes the rights of third parties, on the condition that the Client immediately notifies the alleged infringement in writing to the Publisher and leaves the settlement of the matter to the Publisher and provides the Publisher with all required cooperation and information.

13.6. If the use of the Information is restricted or prohibited, the Publisher will, at its discretion:

- i. Replace the Information so that rights of third parties are no longer infringed;
- ii. Change or modify the Information so that it no longer infringes the rights of third parties;
- iii. Acquire a user right for the Information for the Client; iv. Terminate the Agreement in writing.

13.7. The Publisher hereby explicitly excludes any other form of other or more far-reaching liability for damage as a result of an alleged infringement of the rights of third parties.

Article 14 - Termination

14.1. The Agreement is entered into for an indefinite time period unless explicitly agreed otherwise in writing. The Publisher will be entitled at all times to refuse Product Information from the Client without stating the reasons, set additional requirements for using the service or terminate the Agreement with immediate effect.

14.2. The Client can terminate the use of the services of the Publisher at any time. In the next correct processing of the Client's data file, the Product Information of the Client will be deleted and the Agreement will be cancelled. Article 14.5 remains in full force.

14.3. Notwithstanding any other right accruing to the Publisher, the Publisher is entitled to cancel this Agreement extrajudicially if the Client fails imputably in the compliance with its obligations pursuant to this Agreement and such failing is not remedied within a reasonable time period, after being properly notified of default in writing.

14.4. Either Party is entitled to terminate the Agreement, in whole or in part with immediate effect, without the need for a written notice of default, if the other party has applied for a moratorium on payments or if the other party has filed for bankruptcy or if the business of the other party ceases its activities, or control of the business of the other party is wholly or partially transferred to a third party or merged with a third party.

14.5. If the Client at the time of the cancellation has already received performances in performance of the Agreement, those performances and the related payment obligations cannot be reversed. Amounts that the Publisher has invoiced before the cancellation will remain due in full, taking the provisions of the previous sentence into account, and will become due on demand at the time of cancellation.

14.6. The Client cannot claim any compensation from the Publisher in connection with the termination of service by the Publisher. The Client waives all rights to compensation.

Article 15 - Dutch law

15.1. Exclusively Dutch law will apply to agreements between the Publisher and the Client which these General Terms and Conditions apply to.

15.2. The agreement is only legally valid when both parties have signed the agreement and both are authorised to sign.

15.3 All disputes between the Publisher and the Client arising from or in connection with these General Terms and Conditions and/or each Agreement will be submitted exclusively to the competent Dutch court in the District where the Publisher has its registered office.

[END OF THE GENERAL CONDITIONS]