Weborama Nederland – General Terms and Conditions

This English language version of the Algemene Voorwaarden from Weborama Nederland B.V., originally in Dutch, is provided for information only. In case of any ambiguity or conflict, the Dutch language version is leading at all times.

General Terms and Conditions of:

The private company with limited liability Weborama Nederland B.V., having registered and located at Keizersgracht 256, 1016EV Amsterdam, KvK (Chamber of Commerce) registration number 34214606, VAT NL813797573B01

1. Quote and agreement

a. These general terms and conditions apply to the Weborama Nederland advertising technology services (hereinafter the "**service**" or "**services**") of Weborama Nederland Nederland B.V. (hereinafter "**Weborama Nederland**") and on all agreements ("**agreement**") concluded between Weborama Nederland and its customers (hereinafter "**customer**"), by means of a Purchase Order or some other means.

b. Any purchase or other conditions of the customer are expressly excluded.

2. Weborama Nederland's services

a. The services consist of the services described in the purchase order and/or insertion order, and the functional characteristics and technical specifications of the services are as further described on the Weborama Netherlands Support pages at https://support.weborama.nl.

b. Weborama Nederland makes the services available to the customer as a platform-as-a-service. The customer is familiar with the functional characteristics of the service and is responsible for ensuring that the service meets its wishes and needs.

c. Weborama Nederland will make every effort to carry out the services carefully and independently, and that they meet the expressly described specifications. Weborama Nederland strives for an availability percentage of 95%. Weborama Nederland cannot guarantee that the service will function in an uninterrupted, timely, safe or error-free manner, or that all errors and defects will always be corrected. Weborama Nederland also cannot guarantee that the results of the use of the service are always accurate and/or reliable, or that the service is suitable for the actual and/or intended use of the service by the customer.

d. If Weborama Nederland materially changes the service, it will do its best to inform the customer of this as far in advance as possible. Still, it reserves the right to temporarily cancel the service at any time, for any reason and without prior notice, or permanently change or terminate it on technical or commercial grounds. Weborama Nederland does not accept any liability from the customer in connection with a temporary or permanent change or termination of the service.

e. For Weborama Nederland to be able to provide the services, Weborama Nederland uses services from third parties. These services are used via APIs and other technical means. They may include hosting parties, RTB (real-time bidding) platforms, including SSPs (supply-side platforms), data suppliers, analytics, exchanges, aggregators, etc.

f. Weborama Nederland will always exercise due care when engaging with third parties. The customer acknowledges that Weborama Nederland, however, has no influence on the content or reliability of the services of third parties. Although Weborama Nederland will make commercially reasonable efforts to make all this work together, it cannot guarantee that the relevant third-party services will always work or will always work reliably, whether or not in conjunction with the Weborama Nederland services.

g. The customer acknowledges and agrees that the terms and conditions of the aforementioned third parties, including any restrictions regarding the nature, content, and reliability of such services, also apply to the customer and the customer hereby irrevocably authorizes Weborama Nederland to accept such terms and conditions and restrictions on behalf of the customer. Additionally, the customer will also accept separately applicable conditions if such a third party so requests.

h. The customer acknowledges and agrees that Weborama Nederland does not offer any additional warranties or commitments of any kind in connection with the use of the services, other than the warranties and commitments explicitly included in these general terms and conditions.

i. Where the customer uses the services for its customers and clients, the customer accepts the limitations in these general terms and conditions with regard to warranties, promises, conditions, and liability also on behalf of those customers and clients, whereby it declares that it is authorized to do so.

3. Prices and payment

a. Weborama Nederland invoices monthly in arrears. The prices and payment terms are described in the contract or the relevant purchase and/or insertion order(s).

b. Prices and amounts do not include VAT unless stated otherwise.

c. Complaints must be made within 30 days of the invoice date.

d. In cases of late payment, Weborama Nederland can charge the statutory commercial interest rate and suspend the delivery of the services.

4. Customer's Responsibilities

a. The customer gains access to the services through a console (and API keys where applicable). The customer is responsible for keeping its console account information confidential and for all activities under its account.

b. The customer may not use the Weborama Nederland service for illegal or unauthorized purposes and agrees not to use the Weborama Nederland service in a way that is contrary to applicable laws and regulations.

c. The customer cannot sell its access to the services or offer it to third parties in whole or in part, other than in a manner usual in the advertising industry (for example, as a media agency) and as provided in the description of the service.

d. If the customer uses the services in a way that is illegal or otherwise does not meet the conditions of the agreement, Weborama Nederland may, if it has reasonable cause for this, temporarily or permanently disable the customer's access to the services.

5. Data protection and cookies

a. As part of using the services the customer can process data, including personal data (within the meaning of the law) of visitors and users of the customer's websites, apps, and other digital properties ("**first-party data**").

b. Weborama Nederland customer declares and agrees that for first-party data it will use the services in accordance with, and not in violation of, the requirements of the General Data Protection Regulation (2016/679/EU) and the ePrivacy Directive (2002/58/EC), the latter as implemented in the Telecommunications Act and as replaced in due time.

c. Weborama Nederland only processes first-party personal data of the customer's users based on a processor agreement between the customer (controller) and Weborama Nederland (processor).

d. In connection with the use of the services for the placement of cookies and comparable technologies, including the use of Weborama Nederland tags and/or for the processing of personal data by Weborama Nederland for analytics and attribution purposes, the customer will ensure that the correct information is provided to users, as stated in the support document Privacy and Cookies Compliance for customers - Implementation (available in the Developer Support Center at https://support.weborama.nl).

e. Weborama Nederland cannot be held liable in any way if the customer does not comply with the above obligations, including not providing the necessary information, and the customer will indemnify and hold harmless Weborama Nederland in connection with such claims, including audits and enforcement by regulators and claims from users, and including costs of legal assistance.

6. Support

a. The documentation accompanying the services is in principle sufficient to be able to use the services autonomously. Weborama Nederland provides standard basic user and technical support and support for the use of the services. Additional user and technical support and support are available on payment of the then-current rates.

b. Assistance and support are provided on a 'best effort' basis.

7. Copyright, confidentiality and publicity

a. The customer acknowledges and agrees that it will not reproduce, duplicate or copy the service and accompanying documentation.

b. The customer acknowledges that the properties, presentations, methods, technologies, set-up, parameterization, and all other information relating to the Weborama Nederland service and the underlying software, principles, methods, and documentation are protected by copyright or are considered confidential information, and trade secrets of Weborama Nederland. customer will not reverse engineer or otherwise recreate the service and the underlying software, principles, and methods, unless and to the extent expressly permitted by law.

c. The customer acknowledges that Weborama Nederland will make confidential information available to the customer under the agreement, and it will take all reasonable measures to prevent disclosure of this information and provide it to its employees, customers, and external suppliers and advisers only on a 'need-to-know' basis.

d. The customer and Weborama Nederland will both undertake to keep any shared confidential information secret. Information is considered confidential if the other party has communicated this or if this follows from the nature of the information.

e. Weborama Netherlands may name the customer as a customer in its communication, and the customer may name Weborama Netherlands as a supplier.

8. Duration and Termination

a. The agreement is valid for one year from the most recent date of signing and is automatically renewed with one-year terms after that, unless canceled at the end of a term with 90 days' notice. If the customer does not use their account for more than 180 days, Weborama Nederland can cancel it in the interim with due observance of a notice period of 30 days.

b. In addition to the possibility of terminating the agreement for cause under applicable law, Weborama Nederland can terminate an agreement in whole or in part with immediate effect without judicial intervention by means of a written notification to the customer if:

> i. bankruptcy is filed for or by the customer or if the customer is declared bankrupt,

> ii. temporary suspension of payments is requested or granted by the customer,

> iii. the customer's business is liquidated or terminated, or

> iv. the customer does not comply with the obligations laid out in Article 5 (Privacy and cookies).

c. Upon termination of the agreement:

> i. the customer's access to the services ends with immediate effect, and

> ii. the customer will immediately owe the last applicable fees.

d. The following obligations continue after termination: Article 5 (Data protection and cookies), Article 7 (Copyright, confidentiality, and publicity) and Article 9 (Warranties, liability, and Indemnity).

9. Warranties, Liability, and Indemnity

a. The liability of Weborama Nederland is limited to what is provided in this provision.

b. Weborama Nederland is not liable for:

> i. errors or shortcomings in the material provided by the customer,

> ii. misunderstandings, errors, or shortcomings with regard to the implementation of the agreement if these are caused by actions of the customer,

> iii. errors or shortcomings of third parties engaged by or on behalf of the customer, and

> iv. errors or shortcomings in the delivered result.

c. The liability of Weborama Nederland is limited to the additional costs of the customer that are the direct result of the attributable shortcoming. The total liability of Weborama Nederland is limited to an amount equal to the lower of the following two amounts: EUR 10,000, or the amount equal to the total price paid (excluding VAT) for the services agreed with Weborama Nederland in the year prior

to the event giving rise to the claim, except for costs of services carried out by third parties such as media spend and third-party data subscriptions.

d. Any further liability on the part of Weborama Nederland for damages suffered by the customer is excluded, regardless of the cause of action, whether from breach of contract, a tort or otherwise. Weborama Nederland is under no circumstances obliged to pay compensation for any business loss, consequential damage, or other indirect damage, including in particular damage due to loss of profit, the absence of anticipated savings, or the loss of data.

e. The above restrictions do not apply in cases of intent or gross negligence.

f. The customer indemnifies Weborama Nederland against all claims from third parties arising from the provision of the service.

10. Other terms and conditions

a. Weborama Nederland reserves the right to make commercially reasonable changes to the services and/or these terms and conditions, for example, to adapt them to changed laws or regulations or to revise prices. Weborama Nederland will make the changed terms and conditions available to the customer. The customer can cancel the agreement up to 30 days after the new terms and conditions have been made available if they disagree with the changes. If the customer does not cancel within these 30 days, they agree to the changes. For an adjustment of the processor agreement, separate terms and conditions apply that are in the processor agreement.

b. Weborama Nederland is not obliged to fulfill any obligation if they are prevented from doing so due as a result of a circumstance that is not attributable to it, and is generally not attributable to it under law, contract or generally accepted practice.

c. The agreement does not create any authority for the parties to enter into obligations for or on behalf of the other party without the express written consent of the other party.

d. Neither party will cede or in any way transfer any rights and/or obligations under the agreement to a third party without the express and prior written consent of the other party. Consent is not required in the case of a merger or in the case of a transfer of the entire company to a third party who continues to run it.

e. Dutch law applies, with the exclusion of the Vienna Sales Convention. The court in the district of Amsterdam has exclusive jurisdiction.