

Adcrowd offers an online platform that allows advertisers to place ads and make these clear in terms of costs and conversion.

This document sets out the Terms and Conditions that apply in respect of the services rendered by Adcrowd. These Terms and Conditions always apply to the services rendered. Please therefore read the following Terms and Conditions carefully.

## Article 1 Definitions

- .1.1 Adcrowd: Adcrowd B.V., located in Amsterdam and registered with the Dutch Chamber of Commerce under number 55495877.
- .1.2 Advertiser: the natural or legal entity that enters into an Agreement with Adcrowd in order to use the Service.
- .1.3 Agreement: the Agreement that is entered into between Adcrowd and the Advertiser, whereby Adcrowd enables the Advertiser to use the Service.
- .1.4 Service: Adcrowd will make an online platform available to the Advertiser that allows the Advertiser to put out ad campaigns for a specific bid by the Advertiser. In addition, the specifications of the ad campaigns are determined by advertiser itself.
- .1.5 Account: the personal control panel and user interface that Adcrowd makes available for the Service to the Advertiser. It is also possible for Advertisers to manage the Credit balance and add to it within the Account.
- .1.6 User: an employee of the Advertiser which will actually use the Service. The User is also bound by these Terms and Conditions. The Advertiser is fully responsible for its Users.
- .1.7 Terms and Conditions: The present Terms and Conditions.
- .1.8 Party: Adcrowd or Advertiser as a Party to the Agreement.
- .1.9 Credit Balance: the Credit Balance which has been met by Advertiser to purchase the Services. The Credit Balance can be managed through the Account.
- .1.10 Website: [www.adcrowd.com](http://www.adcrowd.com).

## Article 2 Applicability

- .2.1 The Terms and Conditions are applicable to the use of the Service and are part of the Agreement between Adcrowd and the Advertiser.
- .2.2 Any Terms and Conditions or exceptions put forward by the Advertiser are not part of the Agreement, unless Adcrowd has expressly agreed to this in writing.

## Article 3 Establishment / Execution

- .3.1 Advertiser accepts these Terms and Conditions through an online registration form. With this acceptance an Agreement shall be established.
- .3.2 As soon as possible after the establishment of the Agreement, Adcrowd will make an Account available to the Advertiser with which the Advertiser can use the Service.
- .3.3 Adcrowd will perform the work with due care on the basis of the Advertiser provided or to be provided data, for the accuracy, completeness and consistency of which the Advertiser entitles Adcrowd, but not obliged to investigate the accuracy, completeness or consistency of the data or specifications at its disposal and if any inaccuracies are discovered, to suspend the agreed work until the

Advertiser has eliminated the relevant inaccuracies. Adcrowd, however, is not required to do this.

- .3.4 Advertiser understands ad campaigns created by the Service can only be displayed if the specifications are realistic and the bidding for this is enough.
- .3.5 Adcrowd cannot guarantee that the ad campaign can actually be carried out. This varies depending on the specifications given by the Advertiser and the bid made by Advertiser.
- .3.6 The commencement date of the ad campaign(s) for the public will be indicatively visible at all times.
- .3.7 The Advertiser agrees that he has no influence on the sites on which the ad campaign(s) will eventually be published.
- .3.8 Adcrowd has the right to have certain work done by third parties.
- .3.9 Adcrowd is always entitled to make (technical) arrangements or to take measures against fraud and other wrongdoing by the Advertiser and its User(s).
- .3.10 The Service can be accessed by the User via the latest version of Internet Explorer and Firefox.

## Article 4 Duration and Termination

- .4.1 The Agreement is entered into for an indefinite period.
- .4.2 The Agreement may be terminated at any time by the Advertiser. Credit balances are not refundable and bids already made must be paid.
- .4.3 The Agreement may be terminated by Adcrowd with a notice period of 2 (two) months. Such a termination may occur without reason and any justifications.
- .4.4 In case of dissolution or termination/cancellation the Advertiser's right to use, as stipulated in Article 13 paragraph 2 shall be cancelled.

## Article 5 Service Terms and Conditions

- .5.1 It is not permitted to use the Service in a way that violates the rights of third parties or the law.
- .5.2 The Advertiser determines what advertising campaigns through the Service are deployed completely by itself. Adcrowd has no knowledge of the content of these advertising campaigns. Adcrowd accepts no liability for the use of exchanged, stored and processed information or placed ads through use of the Service. The Advertiser indemnifies Adcrowd from any claims of third parties based on the assertion that the processed information or ads placed by the Advertiser through the use of Service are unlawful.
- .5.3 The Advertiser will act and behave with a degree of care with respect to the Service, which may be expected from the Advertiser.
- .5.4 The gathered information by the advertising campaigns/ Service is not visible and cannot be used by and for other Advertisers.
- .5.5 If, in the opinion of Adcrowd, a danger arises due to the Advertiser for the operation of the server(s) or network of Adcrowd or third parties, in particular by excessive requests or sending of data (which can cause performance problems), Adcrowd is entitled to take any measures it considers reasonably necessary to avert or prevent this danger.

.5.6 If the Advertiser acts contrary to these Terms and Conditions, Adcrowd has the right to deny access to the Service.

## Article 6 Access and updates

.6.1 During the term of the Agreement Adcrowd will provide access (and the management of) to the Advertiser to the Service. For that purpose the Advertiser/User will be provided with a username and password.

.6.2 The Advertiser/User are not permitted to give or transfer the username and the password to third parties. Adcrowd is not responsible for abuse and assumes that an Advertiser/User who logs into the Service is actually the Advertiser. The Advertiser must inform Adcrowd if the Advertiser has a suspicion that the password has been disclosed to unauthorised persons. Adcrowd has the right to take appropriate measures in such cases.

.6.3 If Adcrowd becomes aware that the login credentials of the Advertiser/User are known to unauthorised third parties, it will notify the Advertiser thereof and it shall take appropriate measures.

.6.4 The version of relevant communication received or stored by Adcrowd, including measurements taken, serve as evidence thereof, unless proven otherwise by the Advertiser.

.6.5 Adcrowd reserves the right to modify the software of the Service from time to time in order to improve functionality and to correct errors. Due to the fact that the Service is provided to multiple Advertisers, it is not possible to forgo a certain modification just for one Advertiser. Adcrowd is not liable for any damages caused by adjusting the Service.

## Article 7 Availability and Maintenance

.7.1 Adcrowd will endeavour to provide uninterrupted availability of the Service, but offers no guarantees, unless otherwise agreed in the Agreement through a so-called Service Level Agreement.

.7.2 Adcrowd reserves the right to temporarily suspend the Service for maintenance, modification or improvement of the Service and Adcrowd web servers. Adcrowd must ensure that such decommissioning causes a minimal disruption to Users.

.7.3 Adcrowd will never be obliged to pay any compensation for damage suffered by the Advertiser on account of such decommissioning.

## Article 8 Privacy / data processor provisions

.8.1 Processing of personal data shall take place only within the context of the execution of the Agreement concluded and/or to be concluded between the Parties in order to be able to deliver the Services to the Advertiser through Adcrowd, including purposes that are reasonably related to this or that are determined with further consent.

.8.2 Adcrowd shall not process the personal data for any other purpose than agreed between the Parties. The Advertiser shall inform Adcrowd of the processing purposes insofar as these have not been stated in the Agreement or in these Terms and Conditions.

.8.3 With the exception of the rights and obligations assigned to Adcrowd pursuant to the Agreement in connection with the processing of personal data, all rights and obligations relating to the personal data shall remain with the Advertiser and/or the data subjects concerned.

Adcrowd functions only in accordance with the instructions of the Advertiser and under the explicit final responsibility of the Advertiser.

.8.4 The Advertiser guarantees that the content, use and orders given for the processing of personal data are not unlawful and do not infringe on any rights of third parties, and indemnifies Adcrowd against all claims related to this.

.8.5 In the execution of the Agreement, Adcrowd shall comply with the applicable laws and regulations in the area of protection of personal data, such as the General Data Protection Regulation (GDPR). The Advertiser shall likewise comply at all times with its own obligations under applicable laws and regulations.

.8.6 Adcrowd may process personal data in countries within the European Union. The Advertiser also authorises Adcrowd to process personal data outside the European Union, subject to applicable laws and regulations.

.8.7 Adcrowd uses sub-processors, which are available on request. In the event of new sub-processors, Adcrowd shall inform the Advertiser of this. The Advertiser may make an objection in writing.

.8.8 The obligations of Adcrowd arising from the Agreement or from these Terms and Conditions shall also apply to those who process personal data on behalf of or under the authority of Adcrowd. Adcrowd shall ensure the correct authorisations for this.

.8.9 Adcrowd shall endeavour to implement adequate technical and organisational measures with regard to the processing of personal data that is to take place, against loss and against any form of unlawful processing (such as unauthorised access, damage, alteration or supply of personal data).

.8.10 In the event that a data subject wishes to exercise one of his or her statutory rights and addresses this request to Adcrowd, Adcrowd shall forward this request to the Advertiser, and the Advertiser shall continue to handle the request independently. Adcrowd may inform the data subject of this.

.8.11 In the case of a data breach, Adcrowd shall make every effort to inform the Advertiser of this immediately after discovery, or at the latest within forty-eight (48) hours of discovery, in response to which the Advertiser shall determine whether or not to inform the relevant supervisory authority and/or data subject. Adcrowd shall in this case supply the Advertiser with all information available to Adcrowd. The Advertiser is and shall remain responsible for the fulfilment of any legal requirements in relation to the reporting obligations. If required by law and/or regulations, Adcrowd shall cooperate in informing the competent supervisory authority and any data subjects.

.8.12 A report must be made by Adcrowd to the Advertiser only if a data breach has actually occurred and not if there was only a vulnerability or theoretical vulnerability.

.8.13 In case of a specific suspicion of misuse which is demonstrated by the Advertiser, the Advertiser may have an audit carried out to check compliance with security requirements. The Advertiser shall have this audit option only after the Advertiser has

inspected comparable audit reports on location at Adcrowd for a fee payable to Adcrowd, has assessed them and makes reasonable arguments that justify an audit initiated by Advertiser. The costs associated with an audit shall be borne by the Advertiser.

.8.14 Adcrowd places a cookie in the form of a pixel on the Advertiser's website. The Advertiser is responsible for including the cookie (pixel) in the privacy and cookie statement and for obtaining permission from the data subject to place the cookie (pixel).

## Article 9 Help Desk

.9.1 The Advertiser will report any faults and questions to the Adcrowd e-mail address. Adcrowd will endeavour to answer the questions adequately and within a reasonable time.

## Article 10 Prices and Payment

.10.1 All prices quoted are exclusive of VAT and other charges imposed by the government.

.10.2 All prices on the website, offers, brochures and other materials are subject to typing and calculation errors. No liability is accepted for the consequences of typing and calculation errors.

.10.3 Advertisers are required to pay the bid amount to Adcrowd Advertiser should have sufficient Funds in his Account for this Advertiser independently creates an Invoice for the Funds Invoices should be paid upfront by Advertiser, by transferring the invoice amount into Adcrowd's bank account or through the payment options provided on the Website As soon as the bid exceeds the Funds, the ad campaign(s) is/are suspended (paused) As soon as there are sufficient Funds again, the service will be continued.

.10.4 Advertiser is required to pay a fee to Adcrowd for the use of the Service, this fee is communicated to Advertiser through the Website Advertiser will agree with this fee during the registration process.

.10.5 Advertiser agrees with electronic invoicing by Adcrowd.

.10.6 If the payment was not completed by Advertiser within 30 days after the invoice date, then Adcrowd is allowed to block (temporarily if needed) the Advertiser's Account plus other services or agreements contracted with Adcrowd Aforementioned leaves the payment obligations of Advertiser as is.

.10.7 When payment is not received on time, Advertiser is liable for a full compensation of the judicial and non-judicial costs, which includes costs for lawyers, bailiffs and collection agencies.

.10.8 The claim for payment is immediately due in case Advertiser is declared bankrupt, requests suspension of payments, or assets of Advertiser are impounded, Advertiser dies and also, in case he is liquidated or dissolved.

.10.9 In the above cases Adcrowd also has the right to end or postpone the execution of the Agreement or any non-executed part thereof without a notice of default or judicial intervention, without having to pay damages for the Advertiser that may occur because of this.

## Article 11 Liability

.11.1 Adcrowd can never be held responsible for any indirect damages of Advertiser or third parties, which

includes consequential damage, loss of data (includes tracking or conversion data), revenue, or damage caused by disclosure thereof, and immaterial damage.

.11.2 The responsibility of Adcrowd towards Advertiser, in any way (includes failure to fulfil a warranty obligation and wrongful act), is limited per occurrence (where a joint series of occurrences is counted as one) to the amounts paid by Advertiser, with a maximum of € 1000,00 (one thousand Euros) excl. VAT.

.11.3 Advertiser safeguards Adcrowd from any claims from third parties concerning damage compensation, costs or interest, connected with this Agreement and/or the Service, which include claims from the Privacy Protection Agency and OPTA.

.11.4 The prior items of this article are not applicable if and when the said damages are caused by deliberate actions or recklessness by supervisory personnel of Adcrowd.

## Article 12 Force majeure

.12.1 Adcrowd cannot be bound to follow any obligation concerning Advertiser if a circumstance out of Adcrowd's control prevents following said obligation.

.12.2 In case of such force majeure - which includes without discussion failures in telecommunication infrastructure, internet, domestic disturbances, mobilization, war, transport obstruction, strike, exclusion, import and export impediments, company disorders, supply stagnation, fire, flooding and breach of contract by suppliers that Adcrowd depends on in order to execute the Agreement - the execution of the Agreement can be postponed, without the need for damage compensation if the force majeure situation prevents the execution for a period longer than two months, both Parties are allowed to end the Agreement immediately, without the need to pay for damage compensation.

## Article 13 Rights of intellectual property

.13.1 All rights of intellectual property of all software made available through the Agreement (the Service), as well as preparational material thereof, are solely owned by Adcrowd or its licensors Advertiser only gets an easement that is not exclusive and cannot be transferred, and competencies that are specifically assigned, and for the remainder Advertiser will not replicate or create copies of the Service or other materials.

.13.2 Advertiser obtains a non-exclusive and non-transferable easement of the Service(s) for the duration of the Agreement.

.13.3 Adcrowd is allowed to take technical measures to protect Service software In case Adcrowd has protected the Adcrowd software by using technical protection, Advertiser is not allowed to remove or circumvent this protection.

## Article 14 Confidentiality

.14.1 Parties are held to confidentiality about all confidential information they receive from the counterparty. Parties will also enforce this obligation

to their employees, and third parties they have employed for the execution of the agreement between parties.

.14.2 Information is confidential in any case where it is defined as such by one of the Parties.

.14.3 Advertiser determines the data that will be sent to the Adcrowd Service(s) It is the Advertiser's own responsibility to enforce an oath of secrecy upon User concerning such data.

#### **Article 15 Changes to General Terms and Conditions**

.15.1 Adcrowd reserves the right to add to or alter the General Terms and Conditions.

.15.2 Changes also apply to already closed Agreements A change is activated 30 days after announcement of the change, by electronic newsletter via the Website, or a letter Changes of minor importance can be made at all times.

.15.3 In case Advertiser does not wish to agree with a change to the General Terms and Conditions, he can end the Agreement.

#### **Article 16 Final provisions**

.16.1 The agreement is governed by Dutch law.

.16.2 Changes in management, legal form, takeover or merger have no influence on the Agreement.

.16.3 Adcrowd is authorised to transfer all rights and obligations of the Agreement to a third party without the permission of the Advertiser.

.16.4 As far as not required differently by the rules of mandatory legislation, all disputes that might arise about the Agreement will be presented to a qualified Dutch judge seated in Amsterdam.

.16.5 Partial invalidity: in case a statement from the Agreement and/or General Terms and Conditions appears to be invalid, this will not damage the legitimacy of the entire Agreement/General Terms and Conditions Parties will agree upon (a) new statement(s) for replacement, which will give shape as much as possible by rights to the meaning of the original Agreement and or General Terms and Conditions.

.16.6 In case of a discrepancy between the Dutch version and translation of the Terms and Conditions, the Dutch version will be decisive.