

## Terms and Conditions News.horse

### Article 1: Definitions

The following definitions apply in these General Terms and Conditions

- \* General Terms and Conditions: these general terms and conditions, regardless of the form in which they are made known.
- \* Advertisement: visual material, texts, sound or film (including, but not limited to, (company) statements, (e-mail) addresses, search results, banners or buttons) that are published by News.horse in the agreed media. One or more hyperlinks can be part of an agreement.
- \* Contractor: the other party with whom News.horse has concluded an Agreement.
- \* Service: all work that is the subject of the Agreement or another legal act in the relationship between News.horse and the Contracting Party (including, but not limited to, services related to the placement of Advertisements and / or Information regarding the Contracting Party), as well as all materials and results produced thereby that are intended for the Contracting Party.
- \* News.horse: the online medium with that name as well as the expressions on social media under that name
- \* Information: Advertisements and all other information, data and data, concerning a Contractor or a third party, whether or not to promote the services and / or websites offered to them or the name of a Contractor or a third party, whether or not based on a agreement, published in media managed by News.horse.
- \* Intellectual Property Rights: all rights of intellectual property and related rights, such as copyright, trademark, patent, design, trade name, database and related rights, as well as rights to know-how and one-line performance.
- \* Client: the person who is authorized to enter into an Agreement on behalf of the Contracting Party.
- \* Agreement: the agreement between the Contracting Party and News.horse on the basis of which News.horse provides Services to the Contracting Party.

### Article 2: General

2.1 These General Terms and Conditions apply to all quotations and Agreements concerning the delivery by Services of News.horse to or for the benefit of the Contracting Party, regardless of whether these have been made or have been orally, in writing, electronically or in any other form.

2.2 In connection with the specific nature of the provisions of the Agreement, the Agreement may deviate from the provisions of these General Terms and Conditions. The provisions of the Agreement take precedence over the provisions of the General Terms and Conditions.

2.3 If one of the provisions of these General Terms and Conditions is invalid or is annulled, the other provisions of these General Terms and Conditions will remain in full force.

2.4 Once these General Terms and Conditions have once applied to a legal relationship between News.horse and the Contracting Party, the Contracting Party is deemed to have agreed in advance to the applicability of the General Terms and Conditions to Agreements concluded and to be concluded subsequently.

2.5 Deviations from the General Terms and Conditions are only valid if they have been explicitly agreed in writing by News.horse and the Contracting Party.

2.6 News.horse explicitly rejects the applicability of any general (purchase) conditions of the Contracting Party.

2.7 News.horse is entitled to change the General Terms and Conditions. The change will be made known to the Contracting Party via the News.horse website or in another way. If the Contracting Party does not wish to accept the change, the Contracting Party is entitled to terminate the Agreement in writing within 14 days after the announcement as of the date on which the change will take effect.

### Article 3: Formation of the Agreement

3.1 All offers and quotations from News.horse are without obligation, unless explicitly stated otherwise in writing.

3.2 The client is entitled, unless otherwise agreed, to cancel the order placement instruction. Free cancellation must take place in writing within 8 calendar days after the assignment has been issued. If the set period of 8 days is exceeded, the cancellation costs amount to 50% of the originally determined amount on the contract.

3.3 News.horse reserves the right to cancel assignments in whole or in part, even if the assignment has been accepted (in writing). We will inform the client of such a cancellation as soon as possible. In the event of cancellation, we are not obliged to compensate any damage. Our only obligation then is to refund to the client the amount paid by us to us for the canceled portion.

3.4 If the Client and News.horse decide to proceed with placement before the 8-day period referred to in 3.2 has expired, the Client's right to cancel free of charge will lapse. The cancellation costs then amount to 50% of the originally determined amount on the contract.

3.5 The Client and the Contractor guarantee that the Client is fully authorized to represent the Contractor at the conclusion of the Agreement.

#### Article 4: Performance of services

4.1 For the duration and on the basis of the Agreement, News.horse Contractor offers services with regard to, including but not limited to, the publication of Advertisements and / or Information.

4.2 News.horse will endeavor to deliver the Service within the agreed period and in accordance with the agreed specifications. However, all specified periods only serve as a guideline and are therefore never final, unless explicitly agreed otherwise in writing.

4.3 News.horse will endeavor to provide the Service in accordance with the agreed specifications, to the exclusion of any express or implied warranties, promises or indemnities of any kind, including (but not limited to) the exclusion of warranties in respect of entitlement to (property) rights, sufficient quality or suitability for a specific purpose. In particular, News.horse does not guarantee:

- that the Service will work without interruption, be free of viruses and errors and / or defects, and that defects can be remedied;

- that third parties do not use the systems required for the Service unlawfully.

4.4 News.horse is entitled to (temporarily) put the Service out of service or to limit it, for example for maintaining or modifying the Service or Advertisement and / or Information, without this resulting in any right of Contractor to compensation to Nieuw.horse.

4.5 News.horse is entitled to improve the Service and to always adapt it to the current state of technology and developments in the market, without the Contracting Party having any right to compensation or dissolution.

4.6 News.horse is entitled to use the services of third parties for the performance of the Service. News.horse is furthermore entitled to transfer its rights and obligations under the Agreement in the context of a transfer of its business to a third party.

4.7 If, in the opinion of News.horse, the execution of the Agreement entails additional work, or if the Contracting Party, or any third parties commissioned by the Contracting Party, requests or causes extra work (for example, because the Contracting Party provides incomplete / incorrect information or material), News.horse is entitled to charge Contractor for all extra time and costs spent, and in some cases also those of third parties.

4.8 Complaints or complaints regarding incorrect or incomplete (other than agreed) Advertisements and / or Information must be notified in writing to News.horse within 8 days after publication or publication.

#### Article 5: Advertisements and / or Information

5.1 Advertisements and / or Information must meet the agreed (technical) requirements. News.horse has the right to change these requirements during the term of the Agreement. News.horse will inform the Contracting Party of such a change.

5.2 News.horse reserves the right at all times to refuse, remove or modify an Advertisement and / or Information, without the Contracting Party being entitled to any compensation. News.horse can remove an Advertisement and / or Information without giving any reason or prior notice.

5.3 News.horse is entitled, but not obliged, to request the Contracting Party to check the implementation of the Agreement, for example by sending an example advertisement and / or information. If News.horse sends an example Advertisement and / or Information to the Contracting Party for verification, the Contracting Party may submit changes to the content of the Advertisement and / or Information prior to placement.

5.4 The implementation of the Agreement has been automatically approved by the Contracting Party, unless he otherwise indicates in writing after receiving a request for verification from News.horse but prior to placement.

5.5 The Contracting Party cannot derive any rights from the place or position, ranking and ordering of the Advertisement and / or Information placed on behalf of the Contracting Party in the media.

5.7 The Contracting Party agrees that Advertisements and / or Information from third parties, including competitors, appear in the vicinity of the Advertisement and / or Information from the Contracting Party.

#### Article 6: Cooperation by the Contracting Party

6.1 The Contracting Party will, insofar as this is reasonably necessary, cooperate in the execution of the Agreement. The Contracting Party will, among other things, timely provide all data / materials required for the delivery of the Services in the agreed manner. This includes, but is not limited to, all data and information regarding (the content of) the Advertisement and / or Information.

6.2 The Contracting Party guarantees that the data / materials referred to in 6.1 are correct and complete and guarantees that its use of the Services is in accordance with the agreed purposes, does not conflict with the laws and regulations applicable in the Netherlands, does not infringe (intellectual property) rights of third parties or is otherwise not unlawful. The Contracting Party will refrain from any action, in the broadest sense of the word, that includes the reputation of News.horse, including

its Services. The Contracting Party fully indemnifies News.horse against any claims and claims for compensation from third parties in this regard, and also indemnifies News.horse against all costs it has incurred in connection with these claims and claims.

6.3 The Contracting Party is not entitled to transfer its rights or obligations under the Agreement to third parties or to use them for use by third parties, unless News.horse has explicitly granted written permission for this.

6.4 The Contracting Party will adhere to all guidelines issued by News.horse or published on the News.horse website regarding the use of the Service.

6.5 The Contracting Party is not permitted and will not allow third parties to use the Service in a fraudulent manner by, among other things, but not exclusively, fraudulently or improperly or invalidly generating or clicking on the Ads and / or to generate Information, for example through the use of robots or other automated searches, and / or the fraudulent use of other optimization services and / or software.

#### Article 7: Additional provisions for Agreements for third parties

7.1 If the Contracting Party enters into an Agreement with News.horse on behalf of a third party, the additional provisions included in this article also apply.

7.2 The Contracting Party guarantees that the third party agrees with the placement of the Advertisement and / or Information as agreed between the Contracting Party and News.horse.

7.3 News.horse is at all times entitled to set additional conditions with regard to the acceptance of the Agreement and any Advertisement and / or Information.

7.4 News.horse is entitled at all times to contact the third party. If, for whatever reason, it appears to News.horse that the third party objects to the Advertisement and / or Information or the placement thereof, News.horse is entitled to suspend the execution of the Agreement.

7.5 Notwithstanding the previous paragraph, the Contracting Party is fully liable towards News.horse for the compensation due to the placement of the Advertisement and / or Information to News.horse.

7.6 The Contracting Party fully indemnifies News.horse against any claims and claims for compensation from the third party for whom it enters into the Agreement and also indemnifies News.horse against all costs it has incurred in connection with these claims and claims.

#### Article 8: Reimbursement and payment

8.1 The Contracting Party owes News.horse the fees that have been agreed in the Agreement. All fees payable to News.horse, unless explicitly stated otherwise, are stated in Euro, excluding VAT and other taxes.

8.2 The reimbursements may consist of one-off amounts, monthly or other periodic amounts and amounts that depend on the use of the Service or the Advertisement and / or Information.

8.3 If amounts are due periodically, News.horse is entitled to increase the reimbursements during the term of the Agreement. If the increase in the total value of the Agreement amounts to 10% or more, while the content of the Agreement does not change further, and the Contracting Party does not wish to agree to this increase, he has the right within 14 days after the announcement of the increase the

To partially cancel the agreement in writing against the date on which the increase takes effect. This right to cancel does not apply if the increase is less than 10%.

8.4 News.horse is at all times entitled to request an advance payment of the fees.

8.5 News.horse will charge the amounts owed by the Contracting Party by means of an invoice.

8.6 Payment must be made prior to publication in the manner specified by News.horse. Unless a different payment term has been explicitly agreed in writing, payment of the entire invoice amount must be made within 14 days of the invoice date.

8.7 Any recourse by the Contracting Party to suspension, settlement or deduction is not permitted.

8.8 If the Contracting Party has not paid the invoice within the payment term, the Contracting Party will be in default without further notice of default. From the date of default, the Contracting Party will owe interest on the outstanding amount of 1% per month. For the calculation of the interest payment, part of a month is counted as a whole month.

8.9 From the date of default, in addition to payment of the principal sum and the interest owed on this, the Contracting Party is obliged to reimburse all extrajudicial and possibly judicial costs, in addition to any costs determined by law. The amount of the extrajudicial costs is at least 15% of the principal sum, with a minimum amount of € 50 (fifty euros).

8.10 News.horse is entitled to investigate the creditworthiness of the Contracting Party. If desired, the Contracting Party must, at the first request of News.horse, provide sufficient security for the fulfillment of existing and future obligations to News.horse. In such a case, News.horse is entitled to deliver the Service, or a part thereof, only after the desired security has been obtained.

## Article 9: Intellectual Property Rights

9.1 The Intellectual Property Rights on all Services that News.horse makes available in the context of the Agreement, remain with News.horse or with the third party from whom News.horse has obtained the right to (part of) these Services to the Contractor to make available. During the Agreement, News.horse grants the Contracting Party a non-exclusive

and non-transferable right to use the Service within its own company and for the agreed objectives.

9.2 The Intellectual Property Rights on all material that the Contracting Party makes available to News.horse in the context of the Agreement, remains with the Contracting Party or with the third party from whom the Contracting Party has obtained the right to make the material available to News.horse. The contracting party grants News.horse the right to use these materials for the implementation of the Agreement.

#### Article 10: Privacy and Confidentiality

10.1 In order to be able to offer the Service, News.horse must collect personal data. The personal data is included in a file that is registered with the College Bescherming Persoonsgegevens. News.horse ensures that the collection of personal data complies with the WBP and its own Privacy Statement included on its website.

10.2 The parties undertake to maintain the confidentiality of all data received from the other party that they know or should know to be of a confidential nature, unless a legal obligation requires disclosure of that data. The party that receives confidential data will only use it for the purpose for which it was provided. 10.3 The parties also impose the obligation referred to in 10.2 on their employees and on third parties engaged by them for the implementation of the Agreement.

#### Article 11: Liability

11.1 News.horse is not liable for damage suffered by the Contracting Party, unless this damage was caused by intent or gross negligence on the part of News.horse, in which case News.horse is only liable for direct damage.

11.2 The total liability of News.horse never amounts to more than the total reimbursement stipulated for the relevant Service. If there is an Agreement with a duration of more than one year, the stipulated reimbursement will be set at the total of the stipulations stipulated for the current year at the time that the shortcoming occurs. In no case will the total reimbursement amount to more than Euro 2,000 per event, whereby a series of events is considered as one event.

11.3 Direct damage is exclusively understood to mean:

- the costs that the Contracting Party reasonably had to incur to correct or remedy the failure of News.horse, so that the performance of News.horse does comply with the agreement;
- reasonable costs for operational costs for the Contractor, less the savings;
- reasonable costs to prevent or limit such damage and reasonable costs to determine the cause and extent thereof.

11.4 Any liability of News.horse for indirect damage, including but not limited to consequential damage, loss of profit and loss of turnover, is excluded.

11.5 News.horse is not liable for damage on the part of the Contracting Party caused by third parties, whether or not they use the Service.

11.6 Contrary to the foregoing, the following applies to the Service consisting of the free placement of an Advertisement and / or Information. News.horse is not liable for damage suffered by the Contracting Party, unless this damage is caused by intent or gross negligence on the part of News.horse, in which case the liability of News.horse exclusively consists of improving the Advertisement and / or Information.

#### Article 12: Suspension

12.1 News.horse is entitled to suspend the performance of the Agreement, in whole or in part, if the Contracting Party fails to fulfill its obligations under the Agreement, or if News.horse suspects that the Contracting Party is acting contrary to 6, 9.3 or 9.4, or has well-founded fears that the Contracting Party cannot fulfill its payment obligation, without prejudice to any other right accruing to News.horse. Suspension never relieves the Contracting Party of any payment obligation with regard to Services already provided by News.horse.

12.2 As soon as the Contracting Party still complies with the Agreement and / or provides sufficient security to meet its obligations, News.horse will cancel the suspension.

#### Article 13: Duration of the Agreement

13.1 The duration of an Agreement is calculated from the date of publication, unless expressly agreed otherwise in writing.

13.2 Without prejudice to its other rights, News.horse is entitled to terminate the Agreement with immediate effect if the Contracting Party does not meet its obligations under 6, 9.3 or 9.4.

13.4 Termination or termination of the Agreement never releases the Contractor from any payment obligation with regard to Services already provided by News.horse. Amounts invoiced to News.horse prior to termination in connection with what it has already performed or delivered in execution of the Agreement, become immediately due and payable at the time of termination.

13.5 The provisions that by their nature are intended to survive the termination of the Agreement, remain in full force even after such termination.

#### Article 14: Final provisions

14.1 Dutch law applies to the Agreement.

14.2 All disputes that may arise from the Agreement will be submitted to the competent court in Den Bosch. News.horse is part of BYDA Management, registered at the Chamber of Commerce under number 64675114.