

## GENERAL TERMS AND CONDITIONS – ADS & DATA

Version 20 December 2024

### 1. APPLICATION

- 1.1. Any communication regarding, offer of, and agreement for the provision of goods and/or services by Ads & Data (the “**Services**”) shall be governed by these General Terms and Conditions, the Agreement, the Commercial Policy, the Rate Card, the Privacy Statement, the Technical Conditions, and, where applicable, a DPA (hereinafter collectively referred to as the “**Contractual Documents**”).
- 1.2. Unless explicitly stated otherwise in these General Terms and Conditions, in the event of any inconsistency between the Contractual Documents, the documents shall take precedence in the following order: the Agreement, the Commercial Policy, the Rate Card, the DPA, the Technical Conditions, the Privacy Statement, and the General Terms and Conditions.
- 1.3. The Contractual Documents shall apply to the exclusion of any (general) purchase, order, invoice, or any other terms and conditions of the Customer, even if the Purchase Order issued by the Customer would exclude, in whole or in part, the application of the Contractual Documents. They replace any prior agreements or communications. By entering into an Agreement pursuant to Article 3, the Customer agrees to these General Terms and Conditions for both current and future assignments and/or agreements for the provision of Services.
- 1.4. Any modification of the Contractual Documents shall take effect immediately upon publication on the website of Ads & Data or upon any other communication to the Customer with respect to any communication or offer of the Services.
- 1.5. The Agreement shall be governed by the Contractual Documents as published on the Ads & Data website at the time of the conclusion of the relevant Agreement pursuant to Article 3.2. Notwithstanding the foregoing, Ads & Data reserves the right to unilaterally modify the Contractual Documents, and such modifications shall apply immediately upon publication on the Ads & Data website or upon notification to the Customer, even after the conclusion

of the Agreement and during its term, if such modification is necessary due to the rapid evolution and changes inherent in the Services and/or the platforms on which the Advertisement is placed. Ads & Data shall exercise such unilateral modification rights only when necessary in light of changing circumstances, and the Customer acknowledges the underlying reasons for such modification rights.

### 2. DEFINITIONS AND INTERPRETATION

- 2.1. The following terms shall have the meanings set forth below in the Contractual Documents, unless the context requires otherwise:

“**Ads & Data**” Ads & Data NV, a public limited company under Belgian law, with its registered office at Harenssesteenweg 226, 1800 Vilvoorde, and registered with the Crossroads Bank for Enterprises under company number 0809.309.701 (RPR Brussels, Dutch-speaking section).

“**Advertisement(s)**” Any form of commercial communication in the broadest sense, regardless of the form of communication or the communication medium used.

“**General Terms and Conditions**” The present general terms and conditions of Ads & Data, available at [www.adsanddata.be/general-terms-and-conditions/](http://www.adsanddata.be/general-terms-and-conditions/); any reference to the General Terms and Conditions refers to the most recent publicly available version.

“**Order Form**” A document prepared by Ads & Data or, pursuant to Article 3.2.2(b), by the Customer, which sets out the financial and other applicable terms under which the Customer may procure the Services described in the document from Ads & Data.

“**Order**” Has the meaning given in Article 3.2.2.

“**Commercial Policy**” The commercial policy of Ads & Data, available at [www.adsanddata.be/compol/](http://www.adsanddata.be/compol/), as amended from time to time.

“**Contractual Documents**” Has the meaning given in Article 1.1.

“**Services**” Has the meaning given in Article 1.1.

<b>“DPA”</b>	The “Data Protection Agreement,” being an agreement that sets out the obligations of Ads & Data and the Customer concerning the processing of personal data.	disclosure and must therefore be treated as confidential, and
<b>“GDPR”</b>	Has the meaning given in Article 10.1.	iii. all information concerning the business operations, clientele, suppliers, employees, staff, agents, and representatives of the Parties,
<b>“Customer”</b>	The natural or legal person entering into an Agreement with Ads & Data concerning the Services, including those acting directly or indirectly on behalf of or for the account of said natural or legal persons (such as Media Buyers, Creative Agencies, marketing agencies, etc.).	2.2. A reference to Ads & Data or the Customer in the Contractual Documents shall include their respective legal successors and successive assignees, permitted substitutes, and permitted transferees.
<b>“Signing” / “To Sign”</b>	A manual or electronic signature, whereby a scanned manual signature shall suffice as proof of acceptance of the contents of the signed document.	2.3. Unless explicitly stated otherwise in the Contractual Documents, references to:
<b>“Agreement”</b>	Any agreement concluded between the Customer and Ads & Data pursuant to Article 3 regarding the provision of Services by Ads & Data.	i. considerations, articles, clauses, or paragraphs shall refer to considerations, articles, clauses, or paragraphs of these General Terms and Conditions or the Agreement, and any reference to the Agreement shall include a reference to its annexes,
<b>“Party”</b>	A party to the Agreement.	ii. these General Terms and Conditions or the Agreement shall refer to the latest version of these General Terms and Conditions or Agreement as amended, varied, supplemented, restructured, or replaced from time to time, and
<b>“Privacy Statement”</b>	The privacy statement of Ads & Data, available at <a href="http://www.adsanddata.be/privacy-policy/">www.adsanddata.be/privacy-policy/</a> , as amended from time to time.	iii. a statutory provision shall refer to that provision as amended or established from time to time.
<b>“Rate Card”</b>	The price list of Ads & Data, available at <a href="http://www.adsanddata.be/en/rates/">www.adsanddata.be/en/rates/</a> , as amended from time to time.	2.4. No provision of the Contractual Documents shall be interpreted to the detriment of Ads & Data merely because it was responsible for drafting them. Ads & Data and the Customer expressly waive the application of Article 5.66 of the Belgian Civil Code.
<b>“Technical Conditions”</b>	The specific technical conditions of Ads & Data, available at <a href="http://www.adsanddata.be/en/techspecs/">www.adsanddata.be/en/techspecs/</a> , as amended from time to time.	2.5. Legal terms expressed in English in the Contractual Documents and not in Dutch and/or French shall not result in the application of legal concepts described by the same English terms as they exist under the laws of other jurisdictions. All legal terms used or referred to in these General Terms and Conditions shall be interpreted solely according to their respective meaning under Belgian law.
<b>“Confidential Information”</b>	i. The existence, content, and terms of the Agreement, including all negotiations, arrangements, and conditions resulting therefrom, ii. all information related to business and commercial matters, financial budgets, strategic plans, marketing and media plans and concepts, and activities disclosed by Ads & Data to the Customer, or which the Customer becomes aware of before, during, or after entering into the Agreement, in any form—whether oral, written, or electronic—that is not publicly available at the time of	2.6. The titles and headings are provided solely for readability purposes and shall be disregarded when interpreting the Contractual Documents.
		2.7. The terms “includes” and “including” in the Contractual Documents shall mean “including but not limited to”.
		2.8. Words in the Contractual Documents in the singular shall include the plural and vice versa, and words referring to a specific gender shall include all genders.

2.9. In the event of any inconsistency between one or more provisions in successive versions of the Contractual Documents, the most recent document shall prevail.

### **3. AGREEMENT**

3.1. The publication or any other communication of terms, rates, descriptions, proposals, etc., regarding Services is not binding and is purely informational, subject to material errors or typographical mistakes, and does not constitute an offer whose acceptance by the Customer creates an Agreement or otherwise binds Ads & Data.

3.2. An Agreement for the provision of Services shall only come into effect and bind Ads & Data and the Customer at the moment of:

3.2.1. for an agreement with a broader scope than Article 3.2.2 (such as a sponsorship agreement, a guarantee agreement, an annual agreement, a volume agreement, a BrandStudio agreement, etc.): the Signing by Ads & Data and the Customer of such an agreement;

3.2.2. for a request by the Customer for the placement of one or more individual Advertisements, if applicable, in execution of an agreement as referred to in Article 3.2.1 (the “**Order**”):

- (a) the written acceptance by Ads & Data of the Order Form, as drawn up by Ads & Data, Signed by the Customer,
- (b) exceptionally, and subject to prior written consent from Ads & Data, and without prejudice to Article 1.3, the written acceptance by Ads & Data of an Order Form, prepared by the Customer, Signed by the Customer and,
- (c) the written acceptance by Ads & Data of an Order placed by the Customer via email,
- (d) if applicable, the Customer’s booking of the Order in the booking system designated by Ads & Data, or
- (e) the Order in accordance with any other agreements or provisions in the Contractual Documents;

or,

3.2.3. the commencement of execution by Ads & Data of the agreements made with the Customer, or the request or Order of the Customer.

3.3. An Order constitutes a binding offer by the Customer to Ads & Data to conclude an Agreement. An Order is valid for 30 days and may not be unilaterally withdrawn by the Customer before the expiry of this period.

3.4. Ads & Data shall not be obliged to perform any Service in the absence of an Agreement concluded in accordance with Article 3.2 and within the timeframes specified in the Contractual Documents (or, if no timeframe is specified, no later than 10 working days before the requested start date of the respective Service).

3.5. Ads & Data shall always have the right to refuse, without stating any reason, to enter into an Agreement with the Customer, including but not limited to cases based on applicable legal, regulatory, or other conditions of the relevant media, or if Ads & Data has indications that there is a risk that the Customer may not be able to fulfill its payment obligation.

3.6. The Contractual Documents form an integral part of the Agreement.

3.7. If the Customer enters into the Agreement on behalf of a third party, e.g., an advertiser, the Customer shall remain fully liable towards Ads & Data for the performance of the Agreement, shall act as guarantor, and shall undertake to ensure (“sterkmaking” as referred to in Article 5.106 of the Belgian Civil Code) compliance with the Agreement by the third party. The Customer shall indemnify Ads & Data against any claims by this third party against Ads & Data resulting from the execution of the Agreement. Without prejudice to the foregoing, the Customer also undertakes to have the Agreement unaltered and in writing accepted by this third party before or immediately after its conclusion so that Ads & Data can enforce compliance with the Agreement directly against this third party. The Customer shall provide proof of this written acceptance upon first request to Ads & Data.

3.8. The Customer is responsible for the accuracy and completeness of the information, documentation, performance specifications, and other data provided by or on behalf of the Customer and on which Ads & Data bases its offers, proposals, or quotations. Ads & Data is not obliged to review or verify this information.

### **4. SERVICES**

#### **4.1. General**

4.1.1. Unless explicitly agreed otherwise in the Contractual Documents, the obligations of Ads & Data are best-efforts obligations and not result-oriented obligations, and Ads & Data does not guarantee the achievement of a specific result.

4.1.2. The Customer undertakes to provide Ads & Data with the material necessary for the provision of the Services in accordance with the (technical) conditions and

within the deadlines specified in the Contractual Documents. If the Customer fails to comply with the (technical) conditions and/or deadlines specified in the Contractual Documents, Ads & Data cannot be held liable for the incorrect execution of the Services. However, this does not affect the Customer's payment obligation in accordance with the terms of the Agreement. If Ads & Data allows deviations from the (technical) conditions and/or deadlines, Ads & Data may charge additional costs, and the Customer shall not derive any explicit, implicit, or tacit rights from such deviations regarding future Services.

- 4.1.3. If the Customer fails to utilize all Services covered by an Agreement within the agreed period, the relevant Services will permanently expire upon the expiration of the agreed period. The Customer remains liable to pay the full fee for the Services, including the unused Services, within 30 days after the end of the relevant period.
- 4.1.4. The Customer is solely responsible for any loss and/or damage to material transferred or otherwise made available (digitally, physically, or otherwise) in the context of the Service, as well as for any damage caused by the material. The Customer indemnifies Ads & Data, its employees, customers, and suppliers against any claims or damages. The Customer shall insure its liability in accordance with prevailing standards and shall provide proof of such insurance upon first request from Ads & Data.
- 4.1.5. The Customer is responsible, at its own cost and risk, for the return or collection of physical material made available for the provision of the Service. The Customer accepts that Ads & Data, its customer, or its supplier may freely dispose of material for which the Customer fails to arrange return or collection, without any compensation to the Customer. Ads & Data may also charge the Customer for any costs related to storage or destruction of such material.
- 4.1.6. The Services are measured in accordance with the measurement method specified in the Contractual Documents. If the Customer disputes the accuracy of this measurement, they must, under penalty of forfeiture, submit the results of their own measurement, including the measurement method used, in writing to Ads & Data no later than halfway through the delivery of the respective Service. In the absence of such timely notification, or in cases where the discrepancy between the respective measurement results is less than 10%, the measurement results provided by or on behalf of Ads & Data to the Customer shall be considered final and undisputable. In other cases, Ads & Data will review the discrepancy in good faith, and the Customer shall cooperate with this review. Ads & Data will then

inform the Customer with a reasoned explanation whether the measurement results will be adjusted or not.

#### **4.2. Television**

- 4.2.1. Unless explicitly stated otherwise in the Agreement, the spot lists specified in the Agreement are for informational purposes only, and Ads & Data reserves the right to modify them at its discretion.
- 4.2.2. Unless explicitly stated otherwise in the Agreement, Ads & Data reserves the right to implement programming changes.
- 4.2.3. Ads & Data composes the advertising blocks at its sole discretion, in a random or alternating order of Advertisements, without taking into account the economic sectors to which the Advertisements pertain.
- 4.2.4. Ads & Data has the right to overwrite the Customer's Advertisements with other Advertisements as part of targeted TV advertising (so-called "addressable TV" or "SmartAd").
- 4.2.5. The Customer acknowledges that the performance of linear Advertisements is measured in a non-disputable and binding manner in accordance with the methodology established by CIM.

#### **4.3. Print**

- 4.3.1. Due to technical printing reasons, it is not always possible to publish an Advertisement exclusively in a specific title. As a result, the Customer may only be able to order publications in multiple titles at a single overall price. The Customer accepts that the price cannot be reduced or itemized, even if they wish for publication in only one or a few titles.
- 4.3.2. If the Customer wishes to remain anonymous in response to an Advertisement that allows replies, they may have responses directed to Ads & Data. This in no way implies any liability on the part of Ads & Data for the content of the Advertisement. Ads & Data will make the responses available to the Customer for no more than 15 calendar days after the final publication of the relevant Advertisement. The Customer is responsible for collecting or forwarding these responses at their own cost and risk. Advertising materials and mailings will not be forwarded.

#### **4.4. Digital**

On certain third-party platforms, Advertisements can only be placed by Ads & Data if the Customer accepts the specific terms of these platforms. The Customer commits to accepting these terms and acknowledges that Ads & Data bears no responsibility regarding these platforms, their terms, or the Customer's use of them. Furthermore, the Customer indemnifies Ads & Data against any claims or damages resulting from the Customer's breach of these terms.

**5. ADVERTISEMENTS**

5.1. Unless expressly stated otherwise in the Agreement, the Customer, and not Ads & Data, shall always be solely liable for the legality of the Advertisement, even if the Advertisement is conceived or created by or on behalf of Ads & Data. The Customer shall indemnify Ads & Data against any claims or damages arising from the (alleged) illegality of the Advertisement.

5.2. Without prejudice to the generality of Article 5.1, the Customer, and not Ads & Data, is responsible for and guarantees that the Advertisement complies with:

- 5.2.1. the Contractual Documents, including but not limited to technical requirements and deadlines;
- 5.2.2. contractual and other obligations towards third parties;
- 5.2.3. applicable laws, regulations, (self-)disciplinary codes, and ethical codes;
- 5.2.4. the advertising conditions of the communication medium;
- 5.2.5. public order and morality;
- 5.2.6. decisions, orders, or rulings from judicial, administrative, self-regulatory (including but not limited to the Jury for Ethical Advertising Practices), or other authorities;
- 5.2.7. the absence of political, philosophical, or religious content or intent;
- 5.2.8. respect for the image, good name, and reputation of Ads & Data (including its shareholders, directors, and employees);
- 5.2.9. the absence of trademarks, trade names, logos, or other intellectual property rights (appearing in or related to the works) of Ads & Data (or persons or companies with whom Ads & Data collaborates, including but not limited to its (indirect) shareholders, employees, and affiliated companies); and
- 5.2.10. the absence of infringements on third-party intellectual property rights, including but not limited to copyright, neighboring rights, portrait rights, and other rights.

5.3. Without being obliged to do so, Ads & Data may provide the Customer with advice regarding the content of the Advertisement and/or its compliance with Article 5.2. Such advice does not affect the Customer's obligations under Articles 5.1 and 5.2 and shall in no event render Ads & Data liable for the legality of the Advertisement.

5.4. Unless expressly stated otherwise in the Agreement, Ads & Data does not guarantee any specific date, time, position, or exclusivity of the Advertisement in the applicable communication medium. Any mentions in the Agreement regarding these aspects are purely indicative and non-binding. Although Ads & Data will reasonably strive to take them into account, any deviations shall not be attributable to Ads & Data and shall not give rise to the termination of the Agreement or any compensation or (damage) reimbursement for the Customer.

5.5. Ads & Data expressly reserves the right to adjust the formal aspects of Advertisements for technical reasons. The Customer accepts deviations regarding the quality, colors, and dimensions of Advertisements inherent to the nature of the communication medium used, reproduction, and/or printing technique.

5.6. Unless expressly stated otherwise in the Contractual Documents, each Advertisement may only pertain to a single brand, trade name, product, service, or company.

5.7. Ads & Data reserves the right to include a number or other designation in the Advertisement or otherwise indicate that it is an Advertisement, in compliance with legal requirements.

5.8. Ads & Data has the right to disclose the identity of the Customer.

5.9. Ads & Data has the right to refuse, suspend, modify, or terminate the provision of the Service related to an Advertisement at any time in accordance with Article 7.3, without any compensation or indemnification for the Customer and without prejudice to the Customer's payment obligation, if Ads & Data reasonably determines that the Advertisement does not comply with Article 5.2. Ads & Data reserves the right to refuse such Advertisements at any time, even if the Agreement has already been signed, and to discontinue their distribution.

5.10. If the Customer wishes to make any changes to the content, timing, or period of the Advertisement, including modifications to ensure compliance with Article 5.2, they must submit a written request to Ads & Data detailing all changes and, if applicable, the revised materials. Ads & Data will inform the Customer whether the change is possible and under what conditions, including any deviations from the Agreement such as price and delivery time. The change will only be implemented upon timely written acceptance of these conditions by the Customer. If Ads & Data reasonably cannot implement the change or if the Customer does not (timely) agree to the conditions, the change shall be considered a

cancellation by the Customer in accordance with Article 7.2. The Contractual Documents may contain additional conditions regarding modifications to Advertisements.

5.11. Ads & Data is not liable to the Customer for the content, quality, or continuity of the media in which the Advertisement is placed.

## **6. PRICE AND PAYMENT**

6.1. The Services are provided by Ads & Data to the Customer at the prices specified in the Contractual Documents. The prices are exclusive of all applicable current and future taxes, levies, VAT, and transaction fees, which shall be borne by the Customer.

6.2. The Customer accepts the validity of invoices for the Services sent or made available to the Customer electronically, such as via email.

6.3. Invoices issued by Ads & Data are payable within 30 days of the invoice date via bank transfer to the account specified on the invoice.

6.4. Ads & Data reserves the right at any time to request partial or full prepayment for the Services and to suspend the execution of the Agreement in whole or in part until the prepayment has been received. In the event of a continued refusal to make the prepayment, Ads & Data may terminate the Agreement in accordance with Article 7.3.

6.5. In the event of non-payment of the invoice by the due date, and without prejudice to Article 7.3 and any other legal or contractual remedies available to Ads & Data:

6.5.1. interest shall automatically accrue (without the need for prior notice of default) at the rate determined by the (applicable version of the) Law of 2 August 2002 on Combating Late Payment in Commercial Transactions, calculated on the invoice amount from the invoice date, along with a fixed indemnity of 10% of the total invoice amount, with a minimum of €250;

6.5.2. the balance of all other invoices from Ads & Data to the Customer, even if not yet due, will become immediately payable by operation of law and without prior notice of default;

6.5.3. Ads & Data shall have the right to suspend the execution of the Agreement to which the unpaid invoice relates, as well as all other Agreements with the Customer, until full payment of all outstanding invoices; and

6.5.4. Ads & Data shall have the right to appropriate and/or sell any material provided or otherwise made available (digitally, physically, or otherwise) to Ads & Data or its

partners by or on behalf of the Customer as part of the Service, with the proceeds applied to the full or partial payment of unpaid invoices.

6.6. If the Customer enters into the Agreement on behalf of a third party, the Customer may not invoke any non-performance by this third party to Ads & Data in order to exempt itself from the obligation to pay any invoice. Even if the Agreement specifies that the invoice from Ads & Data will be paid by a third party, the Customer shall remain jointly and severally liable with this third party for the full payment of the invoice.

6.7. The Customer agrees that any dispute regarding an invoice must be submitted in writing, with a detailed explanation of the reasons for the dispute, within 10 business days of the invoice date. Failing this, the invoice shall be irrevocably deemed accepted. Unless Ads & Data accepts the dispute, the dispute shall not suspend the Customer's payment obligation, and any suspension of payment shall, in any case, be limited to the disputed amount.

6.8. The Customer shall not be entitled to offset or apply setoff against Ads & Data. Any claims by the Customer against Ads & Data must be handled separately and cannot be offset against the Customer's payment obligations to Ads & Data under the Agreement or any other agreement between the Parties.

6.9. Ads & Data reserves the right to offset any payments to the Customer against outstanding claims of Ads & Data against the Customer, including but not limited to compensation, penalties, or other costs resulting from violations of the Contractual Documents. Any setoffs by Ads & Data will be communicated to the Customer in writing, specifying the reasons for the setoff and the amounts involved.

## **7. DURATION AND TERMINATION**

7.1. The Agreement enters into force at the time specified in Article 3.2 and continues either until the date specified in the Agreement or until the date on which the final Service under the Agreement is delivered.

7.2. The Agreement cannot be terminated prematurely by the Customer. Unless expressly stipulated otherwise in the Contractual Documents, the Customer shall remain obligated to pay the full amount for all Services and prices specified in the Agreement in the event of early termination or cancellation.

7.3. Ads & Data is entitled to terminate the Agreement with immediate effect at the Customer's expense, by registered letter and without the need for judicial intervention, without prejudice to any other rights of Ads & Data (including the right to full compensation for damages), and is thereby released from all obligations under the Agreement, if:

- 7.3.1. the Customer has failed to pay any amount owed to Ads & Data under the Agreement or any other agreement between Ads & Data and the Customer for more than 10 days after the amount became due or after the expiration of the applicable payment term;
  - 7.3.2. the Customer has failed to fulfill any material obligation under the Agreement (including but not limited to violations of the obligations set forth in Articles 5.2, 5.10, 6.3, 9.2, 9.6, 10, and 12 of these General Terms and Conditions) or under any other agreement between Ads & Data and the Customer, and, to the extent the breach can be remedied, has not remedied it within 10 days of receiving written notice from Ads & Data; or
  - 7.3.3. in the event of (the initiation of proceedings for) bankruptcy, apparent insolvency, or the opening of judicial reorganization proceedings of the Customer.
- 7.4. If a force majeure situation as defined in Article 8.4 persists for more than three months, both Ads & Data and the Customer are entitled to terminate the Agreement for the unperformable portion, without any liability for damages, by means of a registered letter to the other Party, without prejudice to the Customer's obligation to pay for the portion of the Services already performed.
- 7.5. Without prejudice to Ads & Data's right to higher compensation under the Contractual Documents, the Customer shall, in the event of early termination, regardless of the reason for termination, at least remain obligated to pay the agreed price for the portion of the Services already performed by Ads & Data and all other costs already incurred by Ads & Data under the Agreement.
- 7.6. No termination of the Agreement shall affect the survival of any right or obligation of a Party that is specified in the Contractual Documents to survive termination or that, by its nature, survives such termination.

## **8. LIABILITY**

- 8.1. In all cases where the Customer is obligated under the Contractual Documents to indemnify Ads & Data, the Customer shall indemnify and hold harmless Ads & Data, as well as its employees, agents, shareholders, governing bodies, representatives, contractors, and the operators of the media for which Ads & Data sells advertising space, against all third-party claims (including but not limited to claims and (judicial and extrajudicial) demands for compensation of damages, penalties, and costs (including but not limited to court costs, legal assistance fees, expert fees, and interest), for repair or replacement, and for delivery). The indemnity also extends to all additional damages and costs incurred by Ads & Data,

including but not limited to all reasonable costs for its own legal and/or technical assistance (both within and outside the framework of legal proceedings).

- 8.2. Except in cases where bodily injury or death, damages caused by intent, fraud, deceit, or gross negligence by itself or one of its agents, representatives, or employees cannot be excluded or limited under applicable law, and except regarding the Customer's liability under Article 8.1, the liability of one Party to the other Party, regardless of the legal basis for liability, is limited to the repair of foreseeable, direct, and personal damages, excluding all indirect or immaterial damages such as, but not limited to: economic or business loss or damage, loss of revenue and profits or expected revenue and profits, loss of turnover or goodwill, loss of customers, loss of time, costs of wasted overhead or delay, loss or corruption of data, damage to reputation, loss of contracts, and additional costs. The maximum liability, for all damages with the same cause, shall be limited to the amount associated with the portion of the Agreement under which the damage occurred that was not or improperly performed.
- 8.3. Only the Parties are liable to each other for the performance of their obligations under this Agreement. Except in cases of fraud or deceit, the employees, agents, shareholders, governing bodies, and representatives of one Party cannot be directly held liable by the other Party for their contractual or non-contractual errors, even if gross, committed in the course of performing their contractual or statutory duties or assignments, and no damages may be claimed by the other Party from them.
- 8.4. The Parties shall not be liable for failure to perform their obligations under an Agreement if and for the duration that such failure is caused by facts or circumstances beyond their control, unforeseeable, and unavoidable. Force majeure shall include, but not be limited to, explosions, fire, natural disasters (floods, storms, earthquakes), terrorism, war, hostilities, accidents, delays or non-deliveries by Ads & Data's suppliers, network failures, equipment malfunctions or defects, cable breakage, strikes or labor unrest, riots or civil disturbances, obligations arising from judicial rulings, pandemics, embargoes or measures by military or governmental authorities, interruption or non-broadcast/non-delivery caused by distribution companies, and special events requiring (certain parts of) media to be allocated to non-commercial reporting (e.g., 'breaking news'). In such cases, the Parties shall make every effort to minimize the duration of the force majeure.
- 8.5. If, during the term of the Agreement, the legislation applicable to the Advertisement(s) changes and such changes prevent one or both Parties from fulfilling their obligations under the Agreement, the Parties shall, in good faith, explore how the Agreement can be adapted within the new legal framework in a manner that aligns as closely as possible with the original terms.

**9. INTELLECTUAL PROPERTY**

- 9.1. The Customer grants Ads & Data all usage rights necessary for the performance of the Agreement with respect to the materials provided to Ads & Data or otherwise made available, as well as the Advertisements.
- 9.2. The Customer represents, warrants, and shall indemnify Ads & Data against any damages and claims in this regard:
  - 9.2.1. that it holds all intellectual property rights necessary for the performance of the Agreement,
  - 9.2.2. that it has paid and will pay all intellectual property-related fees (including fees to rights holders and their management organizations) arising from the performance of the Agreement in full; and
  - 9.2.3. that the performance of the Agreement does not infringe upon the intellectual property rights of any third party, including but not limited to copyright, neighboring rights, portrait rights, and other rights.
- 9.3. The Customer grants permission to Ads & Data to use the materials, Advertisements, the name, and/or the trademarks of the Customer for the promotion of Ads & Data's Services.
- 9.4. Ads & Data retains ownership of the works it creates, as well as all applicable intellectual property rights (including projects or proposals developed by Ads & Data). Any use of these works by the Customer or any third party may only occur in accordance with the Agreement or through a separate written agreement with Ads & Data specifying the compensation and terms.
- 9.5. Any infringement of Ads & Data's intellectual property rights related to the works it has created will result in the Customer being liable to pay a fixed compensation of €15,000 per infringement, without prejudice to Ads & Data's right to claim higher damages if the actual damages exceed this amount.
- 9.6. Unless explicitly agreed otherwise in writing by Ads & Data, the Customer shall not be entitled to refer to or use (i) the name, image, or voice of individuals, and/or (ii) the trademarks, trade names, logos, or other intellectual property rights (appearing in or associated with the works) of Ads & Data or of individuals or companies with whom Ads & Data collaborates (including but not limited to the operators of the media for which Ads & Data sells advertising space and the (indirect) shareholders (and their affiliated companies) of Ads & Data).

**10. DATA PROCESSING AND DATA PROTECTION**

- 10.1. The Customer acknowledges the importance of protecting personal data and guarantees compliance with data protection and electronic communications legislation, including but not limited to the European General Data Protection Regulation ("GDPR") and all secondary (European or national) legislation adopted under the GDPR, such as the Belgian Act of 13 June 2005 on Electronic Communications, insofar as applicable to the Customer. In this regard, the Customer agrees and guarantees to assist Ads & Data in fulfilling its data protection obligations, including, if applicable, signing and adhering to an appropriate DPA.
- 10.2. The Customer commits to and guarantees that, in the context of the Advertisements, it will only collect (or allow the collection of) data for the purpose of (i) placing the Advertisements and (ii) statistical measurement of the Advertisements. Except as provided in Article 10.4, the Customer shall not collect (or allow the collection of) any data, including personal data, for any other purpose or for the benefit of any third party. The Customer will exclusively use code (such as but not limited to cookies and other trackers) to perform quantitative and qualitative measurements related to the placed Advertisements. Beyond the foregoing, the Customer is expressly prohibited from collecting information, storing information in, or accessing information on the equipment of users of the media for which Ads & Data manages the advertising space, via cookies, scripts, or any other means. Specifically, collecting information for purposes including, but not limited to, retargeting, audience targeting, and behavioral targeting, or collecting information about user behavior is not allowed without the explicit, written, and prior consent of Ads & Data.
- 10.3. The Customer acknowledges and agrees that, without prior, explicit, and written consent from Ads & Data, it is not permitted for the Customer to collect (or allow the collection of) personal data via the Advertisements for the purpose of creating and/or enriching any database to (re)use it for its own benefit and/or for third parties.
- 10.4. If the Customer has obtained the legitimate consent of the data subject for personalized direct marketing purposes and can provide evidence of this consent, the Customer may use the data subject's personal data in the Advertisement in accordance with the obtained consent. In such cases, the Customer shall unconditionally and without limitation indemnify and hold Ads & Data harmless against any possible claims from data subjects, as well as any possible complaints or fines from the data protection authority or a judicial body. The Customer acts as the data controller for the data of its own customers (or, in the case of a media agency, that agency acts as the processor for the advertiser's data, which remains the controller), and in this capacity, transfers the data to Ads & Data, which processes and uses the data solely on behalf of and for the purposes of the Customer's campaigns. The Parties shall sign a DPA in such cases. If the Customer's data subjects' personal data are

incorporated into Ads & Data's central database, the Parties shall sign a DPA as joint controllers.

- 10.5. The Privacy Policy ([www.adsanddata.be/privacy-policy/](http://www.adsanddata.be/privacy-policy/)) outlines how Ads & Data will process personal data in the performance of the Agreement.
- 10.6. The Customer agrees that Ads & Data may monitor the Customer's compliance with its obligations under this Article 10. As this is an essential condition for the performance of the Agreement between the Parties, the Customer agrees that its liability vis-à-vis Ads & Data under this Article 10 shall not be subject to any limitation or exclusion under the Agreement.
- 10.7. If the Customer enters into the Agreement on behalf of a third party, the Customer shall impose the obligations set out in this Article 10 on that third party. If the third party fails to comply with the obligations outlined in this Article 10, the Customer shall remain fully liable to Ads & Data and the operators of the media for which Ads & Data manages advertising space, both for its own actions and for those of the third party.

## **11. NOTICES AND COMPLAINTS**

- 11.1. Any notice related to an Agreement must be made in writing, in Dutch or English, and must be: (i) sent by registered mail; (ii) delivered by courier or in person against confirmation of receipt to Ads & Data's registered office; or (iii) sent by email with confirmation of receipt. Notices under (i) are deemed to have been received on the third working day after the date of dispatch.
- 11.2. Complaints regarding the Advertisement must, under penalty of forfeiture, be brought to the attention of Ads & Data within 5 working days following the first publication of the Advertisement.
- 11.3. The Agreement shall include the necessary contact details of the relevant contact person to whom all communication must be addressed. Communication regarding disputes over the interpretation and/or performance of the Contractual Documents must be directed to Ads & Data's legal department at [legal@adsanddata.be](mailto:legal@adsanddata.be).

## **12. CONFIDENTIALITY**

- 12.1. Both Parties shall, during the performance of the Agreement and for a period of three years following its termination and/or the last publication of an Advertisement, neither use nor disclose any Confidential Information regarding the other Party or its affiliated companies to third parties, except:
  - 12.1.1. to advisors bound by, or who agree to, a similar confidentiality obligation;

- 12.1.2. in compliance with a legal obligation, during a judicial dispute concerning the Agreement, or if requested by a judicial or governmental authority, provided that the receiving Party, to the extent legally permitted, shall immediately notify the disclosing Party in writing and ensure that disclosure is limited to the absolute minimum;
- 12.1.3. with explicit mutual written consent;
- 12.1.4. if disclosure is required to comply with a legal obligation; or
- 12.1.5. if strictly necessary for the performance of the Agreement, whereby the Customer acknowledges that Ads & Data may share confidential information with its partners if strictly necessary.

- 12.2. The confidentiality obligations shall not apply to information that the receiving Party can demonstrate is generally available to the public (other than as a result of a breach of the Agreement) or was lawfully in the possession of the receiving Party at the time of receipt from the other Party.
- 12.3. Any breach of the confidentiality obligation shall result in the immediate termination of the Agreement and, if applicable, the cancellation of any granted discount and the repayment by the Customer of a fixed compensation equal to the granted discount, without prejudice to Ads & Data's right to prove higher damages or to invoke other legal remedies.

## **13. MISCELLANEOUS**

- 13.1. Ads & Data undertakes no additional obligations and provides no warranties other than those specified in the Contractual Documents. Obligations, conditions, and warranties arising from law, common law, or otherwise are excluded to the extent legally possible. Nothing in the Contractual Documents shall exclude any obligation, condition, or warranty that cannot be excluded by law.
- 13.2. The Customer is not entitled to transfer the Agreement or the rights and obligations arising from it to a third party without the explicit prior written approval of Ads & Data. Ads & Data may freely transfer the Agreement and the rights and obligations arising therefrom to any legal successor and any company affiliated or associated with Ads & Data within the meaning of Articles 1:14, 1:20, and 1:21 of the Belgian Code of Companies and Associations (CCA).
- 13.3. Any delay or failure by Ads & Data to exercise a right in the event of a breach or default of one or more provisions of the Contractual Documents shall not affect that right or ability, nor shall it be interpreted as a waiver of that right.

- 13.4. The invalidity or unenforceability of a provision of the Contractual Documents does not affect the validity or enforceability of the other provisions, which shall remain in effect and enforceable as if the invalid or unenforceable provision had not been included in the Contractual Documents. If a provision of the Contractual Documents is declared wholly or partially invalid or unenforceable, the relevant Contractual Documents shall be deemed to have been retroactively amended as necessary and to the extent required for the relevant court to deem the provision and the other provisions valid and enforceable and to achieve, to the greatest extent possible, the initial intent of the provision. In such cases, the Parties shall act in good faith and mutually agree to replace the invalid or unenforceable provision with a valid and enforceable provision that closely aligns with the Parties' intent and the purpose of the invalid or unenforceable provision.
- 13.5. Any amendment or modification of the Contractual Documents, or waiver of any provision, condition, right, or permission granted under the Contractual Documents, must be recorded in writing and executed by duly authorized representatives of the Parties to be effective. Such a waiver shall apply only to the specific case and purpose for which it is granted.
- 13.6. Unless explicitly provided otherwise, Ads & Data and the Customer shall each bear their own costs, charges, and expenses related to entering into the Contractual Documents.
- 13.7. The Contractual Documents and any non-contractual obligations arising out of or in connection with them are governed by Belgian law, excluding its or international principles of conflict of laws that would result in the application of other laws.
- 13.8. All disputes arising from the interpretation and/or execution of the Contractual Documents (including disputes concerning non-contractual obligations arising out of or in connection with the Agreement) shall be finally settled by the competent courts of the judicial district of Brussels, Dutch-speaking section.
- 13.9. Notwithstanding Article 13.8, Ads & Data reserves the right, if it is summoned by a third party before a different court in a dispute related to the Advertisements or the Contractual Documents, to also summon the Customer before the court of the original dispute.