



General Terms and Conditions Conversive

1. Definitions

- 1.1. "Client": any (legal) person who has concluded or wishes to conclude an agreement with Conversive B.V., as well as its representative(s), authorised representative(s), assignee(s) and heirs.
- 1.2. "Conversive": Conversive B.V., the private company with limited liability that acts as the contractor.

2. Applicability

- 2.1. These general terms and conditions apply to all offers and agreements relating to the services offered by Conversive.
- 2.2. These general terms and conditions also apply to all agreements for the performance of which Conversive engages third parties.
- 2.3. The applicability of the general terms and conditions used by the Client is expressly rejected.
- 2.4. Conversive has the right to change these terms and conditions unilaterally. Changes also apply to agreements already concluded. Changes will be notified to the Client in writing or by e-mail and will take effect thirty (30) days after the announcement, unless a different date is indicated in the announcement.
- 2.5. If any provision of the agreement or the general terms and conditions proves to be null and/or void, this shall not affect the validity of the agreement and/or general terms and conditions. In that case, Conversive has the right to replace it with a provision – not unreasonably onerous for the Client – that comes as close as possible to the invalid one.

3. Offers

- 3.1. All offers of Conversive are without obligation, unless – and then only insofar as – Conversive states otherwise in writing.
- 3.2. All offers are valid for 1 month, unless otherwise indicated. Conversive is only bound by the offer if the acceptance is confirmed in writing by the opposing party within 1 month. If the acceptance takes place after 1 month, Conversive has the right to adjust the execution time or changed amounts. The prices in the mentioned offers (and quotations) are exclusive of VAT, unless indicated otherwise. Conversive has the right to annually increase the rates owed by the Client for agreements that are longer than one year. The advertiser will be informed of the increased rate in writing at least 1 month before the scheduled effective date.

4. Execution

- 4.1. Conversive shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship and shall make every effort to perform the work properly. However, Conversive cannot guarantee that the work will always achieve the result desired by the Client.
- 4.2. The Client grants Conversive the exclusive right to fulfill the assignment for the duration of the agreement and with due observance of the provisions of the agreement. The Client will notify Conversive of all other similar activities and efforts related to the assignment.
- 4.3. Conversive has the right to have work carried out by third parties.
- 4.4. The Client must ensure that the website to which Conversive's services apply is available at all times.

5. Agreements with third parties

- 5.1. Conversive may involve third parties in the execution of the agreement.
- 5.2. Conversive shall only enter into the relevant agreements in the name and for the account of the Client, which Conversive has been authorized to do so by signing the partnership agreement.



- 5.3. The Client acknowledges that the order or contract may be subject to the general terms and conditions of delivery of the relevant operator and that the operator and/or Conversive may apply those general terms and conditions of delivery to the Client as an advertiser. If applicable, Conversive will, upon request, provide the Client with a copy of these general terms and conditions of delivery before placing the order
- 5.4. Conversive may enjoy benefits in the form of discounts, commissions or otherwise, such as, for example, volume bonuses granted by the media operator to Conversive in respect of the media operator's media revenue generated by all of Conversive's Clients, and/or other financial benefits. These benefits are fully in favor of Conversive, unless otherwise agreed in writing in offer, quotation or contract.

6. Additional work

- 6.1. Conversive has the right to charge additional activities, tests, discussions and/or performances that take place at the request of the Client.

7. Alterations

- 7.1. If, during the execution of the agreement, it appears that it is necessary to change or supplement the work to be carried out in order to ensure proper execution of the agreement, the parties will amend the agreement accordingly in good time and in consultation.
- 7.2. If the parties agree that the agreement will be amended or supplemented, this may affect the time of completion of the execution. Conversive shall inform the Client of this as soon as possible.
- 7.3. If, during the execution of the agreement, it appears that the changes or additions desired by Client are incompatible with the original agreement, in the event of cancellation by Client, costs may be charged for work that has already been carried out.
- 7.4. If the changes or additions to the agreement have financial and/or qualitative consequences, Conversive is entitled to charge the costs thereof to the Client. Conversive shall inform the Client about this in advance.
- 7.5. If a fixed fee has been agreed upon, Conversive will indicate the extent to which the change or supplement to the agreement will result in the fee being exceeded.
- 7.6. Contrary to article 7.3, Conversive shall not be able to charge additional costs if the change or supplement is the result of circumstances that can be attributed to Conversive.

8. Measuring

- 8.1. For all Conversive services, the measured displays, visits, transactions and other campaign results measured by Conversive are leading.

9. Access

- 9.1. Conversive gets full access to all advertising platforms used by Client.
- 9.2. Client provides insight into total website statistics by means of the website analysis program used.
- 9.3. Client provides insight into the total online sales results of the respective webshop.

10. Obligations Client

- 10.1 The Client is fully involved in improving the performance and conversion rate of its own website.
- 10.2 The Client shall ensure that all data that Conversive indicates to be necessary, or that the Client should reasonably understand to be necessary for the execution of the agreement, are provided to Conversive in a timely manner. This includes, for example, all relevant developments and market communications that could influence the performance of the campaigns, the media used and the work carried out by Conversive



11. Confidentiality

- 11.1. The parties are obliged to maintain the confidentiality of all confidential information that they have obtained within the framework of the agreement from each other or from another source, regardless of whether this information is of a written or oral nature and originates from whomsoever. Information is deemed to be confidential if the other party has indicated this or if this results from the nature of the information. Offers, proposals and quotations and the prices and rates stated therein are always confidential in nature.
- 11.2. Conversive reserves the right to use the Client's name as a reference and to publish it as such.
- 11.3. The (personal) data provided to Conversive via the sites of Conversive or of the Client will be treated confidentially. This information will not be made available to third parties.

12. Intellectual property

- 12.1. All copyrights and other intellectual property rights relating to the services provided by Conversive are vested in Conversive. The Client acknowledges these rights and shall refrain from any infringement thereof.
- 12.2. All documents provided by Conversive, such as (digital) reports, advice, templates, designs, software, applications, introduction pages, etc., are exclusively intended to be used by the Client. The Client is not permitted to publish and/or reproduce information obtained from Conversive in any form whatsoever.
- 12.3. Conversive reserves the right to use the knowledge acquired for the execution of the work for other purposes, to the extent that no confidential information of the Client is brought to the attention of third parties.
- 12.4. The Client indemnifies Conversive against all claims by third parties in respect of intellectual property rights relating to the publications of texts, images or other data provided to it by the Client.
- 12.5. The Client is responsible for the advertising material, including the presentation, the content and the quality thereof, that it provides to Conversive for the execution of the Agreement, as well as for the timely delivery of that advertising material.
- 12.6. The Client guarantees that the advertising material supplied by the Client complies with every applicable statutory provision.

13. Duration and termination

- 13.1. The agreement is entered into for an indefinite period of time with a notice period of 3 months, unless the parties have explicitly agreed otherwise in writing.
- 13.2. A fixed-term contract cannot be terminated prematurely.
- 13.3. A fixed-term contract shall always be automatically renewed for the same period at the end of the period stated in the contract, unless the parties have expressly agreed otherwise in writing or unless notice is given by registered post towards the end of the (extended) contract period and subject to a notice period of 2 months.
- 13.4. Conversive has the right to terminate the agreement with immediate effect if: a) the Client has been declared bankrupt or the Client has been granted suspension of payments; b) the Client is in default in fulfilling its obligations under the agreement.

14. Fee

- 14.1. All prices and cost estimates are exclusive of VAT, unless stated otherwise.
- 14.2. If no fixed fee is agreed upon, the fee will be determined on the basis of the hours actually spent. The fee shall be calculated according to the Conversive's usual hourly rates, applicable in the period in which the work is performed, unless a different hourly rate has been agreed upon.



15. Payment Term


- 15.1. Payment must be made within 14 days of the invoice date, in a manner indicated by Conversive and in the currency in which the invoice was made.
- 15.2. In the event that an advance payment is required from the Client for the use of online media, Conversive will only commence spending in these online media after the advance payment amount has been received.
- 15.3. After the expiry of the payment deadline, all outstanding and current media expenditure will be stopped, retrieved and/or canceled with immediate effect. The costs of this are for the account of the Client.
- 15.4. After the expiry of the final payment term of 14 days after the invoice date, the Client shall be in default without the need for any further summons; from the moment of default, the Client shall be in default with an interest rate of 1% per month on the amount due and payable, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply.
- 15.5. In the event of liquidation, bankruptcy or suspension of payments, Conversive's claims and the Client's obligations towards Conversive shall be immediately due and payable.
- 15.6. Payments made by the Client shall first be applied to all interest and costs owed and then to all invoices due and payable that have been outstanding for the longest time, even if the Client states that the payment relates to a later invoice.
- 15.7. If the Client fails to fulfill one or more of his obligations, all reasonable costs incurred in order to obtain payment in or out of court will be for the Client's account.

16. Liability

- 16.1. Conversive shall in no way be liable for any damage suffered by the Client, for example but not limited to, damage caused by: a) errors in advice, materials and/or files provided by Conversive or optimisations in advertising accounts of the Client; b) reports no longer being available and/or not being available on time; c) texts, images or other data or information provided to the Client, as the case may be. Client's unlawful use thereof; d) content of advertisements or publications of others; e) Client's failure to follow the advice given by Conversive; f) the unlawfulness of the services offered by Conversive or the manner in which the services are provided by Conversive; g) malfunctions in the electronic services provided by Conversive and by third parties, such as providers, network operators or other telecommunication networks.
- 16.2. In no event shall Conversive be liable for any consequential, indirect (e.g., click fraud), business, or other damages caused by persons and/or third parties engaged by Conversive in the performance of this agreement. In no event shall Conversive be liable for any consequential, indirect, business, or other damages caused by persons and/or third parties engaged by the Client before, during or after the execution of the agreement.
- 16.3. If – with due observance of the previous paragraphs – at any time Conversive nevertheless incurs liability for damage suffered by the Client as a result of an attributable failure by Conversive to perform its obligations under this agreement, this liability shall in all cases be limited to a maximum of the invoice value of the past three months of that specific part of the agreement to which the liability pertains.
- 16.4. Damage for which Conversive is liable on the basis of the previous paragraph shall only qualify for compensation if the Client reports it to Conversive in writing within 30 days of its occurrence, unless the Client can make it plausible that it could not reasonably have reported such damage early.

17. Force majeure

- 17.1. Conversive is not liable in case of force majeure. For the purposes of these general terms and conditions, force majeure shall be understood to mean, in addition to what is understood in this respect by law and case law, all external causes, foreseen or unforeseen, over which Conversive has no control, but as a result of which Conversive is unable to fulfill its obligations. Force majeure shall in any case include: strikes, excessive absenteeism of personnel, a (temporary) shortage of personnel, fire, business and technical malfunctions within the office or at the external parties engaged by Conversive, the lack of sufficient data or the provision of incorrect data at our discretion, or the lack of sufficient cooperation by the Client.

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- 17.2. In the event of force majeure, Conversive shall be entitled to regard the agreement (in whole or in part) as dissolved or to dissolve it, or to cancel the order without being obliged to pay any compensation to the Client. In this case, Conversive is obliged to inform the Client immediately.
- 17.3. If Conversive is able to fulfill part of its obligations when the force majeure occurs, it shall be entitled to invoice the part already executed or executable and the Client shall be obliged to pay this invoice as if it were a separate agreement.

18. Applicable law and competent court

- 18.1. The Agreement, the General Terms and Conditions and/or the provision of the Services are governed by Dutch law.
- 18.2. Disputes arising from the Agreement, the General Terms and Conditions and/or the delivery of the Services shall, if an amicable solution to the dispute cannot be reached between Conversive and the Client, be submitted to the competent court in the jurisdiction in which Conversive has its registered office, unless Conversive chooses to seek another competent court according to the law.

This version of the General Terms and Conditions is effective from 16 November 2023

