

GENERAL TERMS AND CONDITIONS

Network Pers Holding B.V.
Acquire Publishing B.V.
Network Pers B.V.
Acquire Media B.V. all
established in Zwolle,
hereinafter referred to individually or collectively as "Acquire"
November 2014

Acquire uses general terms and conditions for Clients, Advertisers and Event Participants / Sponsors / Participants

General Terms and Conditions for Clients

Article 1. - Classification, definitions

1. These terms and conditions reflect the general provisions of Acquire's agreements for the delivery of goods and for the performance of services and/or the provision of generally available publications. They therefore also apply to the long-term agreements between Acquire and its customers, based on which the customers conclude an agreement with Acquire to use Acquire's services for a fixed price.
2. The following definitions are operated below:
 - 2.1. Acquire:
The private limited companies Network Pers Holding B.V. and/or Acquire Publishing B.V. and/or Network Pers B.V. and/or Acquire Media B.V., all with their registered office and principal place of business at Dr. van Deenweg 56, 8025 BC in Zwolle;
 - 2.2. Materials:
The performance to which Acquire has committed itself, such as the provision of goods and/or services and/or advice and/or Software, which have been or will be delivered or made available by Acquire to the Client, or are intended to be delivered or made available by Acquire to the Client, including pursuant to a purchase and/or order agreement, as well as the work that Acquire performs and will perform or is intended to be performed for the Client;
 - 2.3. Client:
The natural person or legal entity that has indicated orally, in writing, via the Acquire Portal, or in any other way, that it wishes to make use of the Materials offered by Acquire, whether or not in the form of a continuing performance agreement;
 - 2.4. Subscriber / Member:
The Client that enters into or intends to enter into an agreement with Acquire for a fixed or indefinite term for the purchase of Materials from Acquire, which agreement is referred to by the parties as Subscription / Membership;
 - 2.5. Subscription / Membership:
The (intended) agreement between Acquire and a Subscriber / Member;
 - 2.6. Software:
Data and/or software and/or other information which is supplied in digital form and/or is intended to be supplied in digital form;

2.7. Portal:

The homepage, file and/or files containing information maintained by or for Acquire on the internet; currently known among others under the URLs "www.acquirepublishing.nl", "acquiremedia.nl" and the related URLs such as "straatbeeld.nl", "platformbuitenspelen.nl", "verkeerinbeeld.nl", "parkeer24.nl" and "platformtoegankelijkheid.nl"

2.8. Consumer:

Natural person not acting in the exercise of a profession or business;

Article 2. - Scope of application

1. These general terms and conditions apply to all offers and agreements as well as to agreements and/or legal acts of Acquire relating to Materials concluded after the offer to or on behalf of the Client regardless of the place(s) of residence or place(s) of business of the parties involved in that agreement and also regardless of the place where that agreement was concluded or is to be implemented.
2. Deviations from these general terms and conditions are valid only if expressly agreed in writing. Deviations shall in that case only apply to the agreement in which that deviation was agreed upon.
3. Once the general terms and conditions apply, they will also apply to new agreements between the parties without any further declaration of applicability, unless explicitly excluded in that case, and to all non-contractual relationships between the parties. If these terms and conditions are amended in due course, but their business content does not generally change, then the new amended terms and conditions will apply instead of the present terms and conditions.
4. The applicability of any purchasing conditions and / or other conditions of the Client is expressly rejected.
5. In the event of any provision of these general terms and conditions being invalid or set aside, the remaining provisions of these general terms and conditions will remain fully applicable. Acquire and the Client will agree on new provisions in order to replace the invalid ones or ones that have been set aside, which provisions shall be as closely in keeping as possible with the purpose and tenor of the invalid provisions or ones that have been set aside. The parties will consult on the exact wording of these new provisions to the extent required.
6. The Client authorises Acquire in advance to transfer the agreement to an affiliated company or other third party.
7. The stipulations in these general terms and conditions regarding Acquire's obligations and liability are also made for third parties, which are used by or on behalf of Acquire in the relationship with the Client. These third parties may invoke these terms and conditions directly vis-à-vis the Client to defend their liability. Book 7, Article 404 of the Dutch Civil Code is expressly excluded. Limitations of liability related to amounts apply to the total liability of Acquire and of the third parties engaged by it together, and do not accumulate per party claimed.

Article 3. - Formation of the agreement

1. All of Acquire's quotations, prices and offers are without obligation, unless this is expressly stated otherwise in writing.

The foregoing also applies to the supply of Materials, explicitly including Software, by means of the Portal.

2. Acquire's Portal constitutes a public offer to enter into an agreement. Anyone who visits the Portal of Acquire and gathers information that is or may become available through the Portal enters into an agreement with Acquire and agrees to these general terms and conditions. This, however, does not apply if he leaves the Portal of Acquire immediately after accessing it without gathering any of the information made available there.

Article 4. - Cooling-off period

1. The Client has the right - exclusively in the capacity of consumer - to return the Materials delivered to Acquire without giving reasons within 7 (seven) days of receipt. Acquire will then reimburse the Client for the (purchase) sum received minus the packaging and shipping costs, subject to the conditions set out in the following paragraphs:
2. Acquire will not take back:
 - Materials that have been produced in accordance with the Client's specifications;
 - Audio and video recordings and Software of which (the seal of) the packaging has been opened and/or broken;
 - Newspapers and magazines;
 - Items that are clearly of a personal nature;
 - Items that cannot be returned owing to their nature
3. No alterations may be made to the goods returned and the goods delivered must be in perfect condition; all documentation, warranty certificates and packaging materials sent with the goods must be enclosed with the return shipment
4. The return shipment must be in the possession of Acquire no later than on the 10th (tenth) day after receipt of the goods delivered by the Client;
5. The postage costs of the return shipment shall be borne by the Client;
6. Any copies or adaptations or translations of the delivered items made for personal use or otherwise - including information carriers (e.g. USB, diskettes, etc.), electronic materials, manuals and documentation - must be sent with the return shipment or must be destroyed or deleted at the time of shipment;
7. This return otherwise constitutes a resolute condition and is not considered a new agreement.

Article 5. - Delivery

1. Acquire does not warrant the suitability of the Client's use of the Material and/or advice, except to the extent expressly provided for in the agreement. If this concerns a (periodical) publication that has been made available in general or in a wide circle, explicitly including the Portal, Acquire does not guarantee the correctness of the content.
2. The risk of loss of or damage to the Materials that are the subject of the agreement will pass to the Client upon delivery, i.e. at the time at which they are placed at the actual disposal of the Client or an auxiliary person used by the Client, or at the time at which Acquire has declared to the Client that the Materials are being kept available to the Client.

3. The mere exceeding of an agreed delivery time shall not result in Acquire being held in default. Nor will the Client then be entitled to compensation for any damages suffered by the Client. Acquire is not bound to delivery times that can no longer be met due to circumstances beyond its control that arose after entering into the agreement. These circumstances include in all cases: delayed or non-delivery by Acquire's suppliers, extreme weather conditions, failure of means of communication, and strikes by employees of Acquire or its subordinate or non-subordinate auxiliary persons.

Article 6. - Performance of the service

1. Unless otherwise stipulated below, the foregoing with regard to Delivery also applies to services, unless their nature dictates otherwise. Acquire will make every effort to perform the services with care. Services provided by Acquire are explicitly intended for Acquire's Clients only and not for third parties involved with the Client. Nor does Acquire guarantee that the result intended by the Client will be achieved.
2. The Client is obliged to provide all data and information required by Acquire. In addition, the Client is obliged to provide Acquire with all other facts and circumstances that may be relevant to the correct performance of the agreement.
3. Acquire does not guarantee the accuracy and completeness of the information provided by the Client to Acquire and accepts no liability whatsoever in this respect, while the provision of incorrect and/or incomplete information by the Client (even if provided in good faith) may cause Acquire to terminate the agreement in whole or in part. Acquire shall never be obliged to pay compensation for this termination.
4. The Client acknowledges that Acquire's work is of an advisory nature. Based on the nature of Acquire's work and the subjective assessment aspects that always play a role in this, Acquire excludes liability with regard to its work, other than as a result of gross negligence and intent.
5. If the Client observes or can reasonably establish that Acquire has failed to perform the services, it must notify Acquire of this in writing without delay, but at the latest within 30 days, stating the reasons. Should the occasion arise, the Client shall allow Acquire a reasonable period of time to remedy the defect, if possible. The costs thereof shall be borne by the Client, except in the event of liability on the part of Acquire as referred to below in the provision "Liability".

Article 7. - Intellectual or industrial property rights

1. All intellectual or industrial property rights and database rights to the Materials are vested exclusively in Acquire. Acquire's licensors, who are represented vis-à-vis the Client only by Acquire, are included for this purpose. To the extent that the Materials are Software, the Client will only acquire a personal and non-transferable right of use. This right is limited to the Netherlands. Other than that, the Client will not reproduce and/or make copies of the Materials.
2. The Client is aware that the Materials may contain confidential information and trade secrets of Acquire or its licensors. The Client undertakes to protect the confidentiality of the Materials, to refrain from disclosing them or issuing them for use to third parties and will use them only for the purpose for which they were issued. Third parties are further defined as all persons working at the Client's organisation who do not necessarily need to use the Materials.

3. The Client is not permitted to remove and/or change any indication concerning copyrights, trademarks, trade names and/or other rights of intellectual or industrial property from the Materials, including indications concerning the confidential nature and secrecy of the Materials.
4. Acquire may take technical measures to protect the Materials, particularly Software. If Acquire has secured the Materials by means of technical protection, the Client will not be permitted to remove and/or circumvent such protection.
5. As set out in these terms and conditions, Acquire shall indemnify the Client against any legal action based on the allegation that the Materials infringe an intellectual or industrial property right applicable in the Netherlands, on the condition that the Client immediately informs Acquire in writing of the existence and content of the legal action and leaves the settlement of the legal action, including the conclusion of any settlements, entirely to Acquire. To this end, the Client shall provide Acquire with the necessary powers of attorney, information and cooperation to defend itself, if necessary in the Client's name, against these legal actions. Acquire's obligation to indemnify will lapse if and to the extent that the infringement in question relates to changes that the Client has made to the Materials or has had made by third parties.
6. If it is irrevocably established judicially that the Materials infringe any intellectual or industrial property right belonging to a third party or if, in Acquire's opinion, there is a reasonable chance that such an infringement will occur, Acquire will (if possible) repossess the Materials delivered against a crediting of the acquisition costs after deducting a reasonable user fee, or ensure that the Client can continue to use the Materials delivered, or functionally equivalent other materials, undisturbed. Any other or more extensive liability or indemnification obligation of Acquire on account of infringement of third party intellectual or industrial property rights is excluded, including liability and indemnification obligations of Acquire for infringements caused by the use of the Materials in a form or version not modified by Acquire, in connection with goods and/or advice not supplied or provided by Acquire and/or in a manner other than for which the Materials were developed or intended.

Article 8. - Force Majeure

1. Acquire is not obliged to fulfil any obligation if it is wholly or partially prevented from doing so, temporarily or permanently, as a result of a circumstance that is not attributable to culpable negligence. This also includes a non-attributable shortcoming, as referred to in the previous sentence, on the part of suppliers to Acquire and/or third parties that Acquire engages for the performance of the agreement.
2. In the event of force majeure on the part of Acquire, its obligations will be suspended. If the duration of a force majeure situation exceeds ninety days, the parties are entitled to dissolve the agreement by terminating it in writing. Work that has already been completed under the contract shall in that case be settled on a pro-rata basis, without either party being liable to the other.

Article 9. - Price

1. All prices are exclusive of turnover tax (Dutch VAT) and other levies imposed by the government, unless stated otherwise. Transport is not included in the price. The price for the performance of work relates only to the fee for the work; the costs incurred by Acquire for the performance of the agreement will be charged separately.

2. In the event of an agreement involving periodically due amounts to be paid by the Client, including a Subscription, Acquire will be entitled to adjust the applicable prices and rates by means of written notice to that effect at least one month in advance. The amendment does not take effect during the first three months of the agreement between the parties. The above does not apply to price reductions.
3. Acquire shall in all cases be entitled to adjust the agreed prices and/or rates by giving written notice to the Client for Materials to be delivered or made available in accordance with the relevant schedule or the agreement.
4. If the Client does not wish to agree to an adjustment of prices and/or rates as referred to in paragraphs 2 or 3 of this article as notified by Acquire, the Client shall be entitled to terminate the agreement in writing within seven working days of the notification referred to in those paragraphs by the date on which the adjustment of prices and/or rates would take effect as stated in the notification from Acquire.

Article 10. - Payment

1. Unless specific conditions have been agreed upon, the Client shall pay the invoice amount within twenty-one (21) days of the invoice date.
2. Contrary to the provisions of paragraph 1 of this article, Acquire shall be entitled, after having obtained permission from the Client (possibly by telephone), to have amounts invoiced to the Client charged to the Client's bank account by means of a direct debit. The Client shall be entitled to cancel the said transfer by direct debit within a period of one (1) month after the date on which the said amounts were debited. The Client shall consult with Acquire prior to such cancellation. If the Client has paid by credit card or has granted a direct debit and collection by Acquire is not possible due to a shortage of funds, Acquire is entitled to place a renewed order for a direct debit. In this case, the extra costs will be passed on to the Client.
3. If Acquire has not received the amounts due within the agreed period, the Client shall, without any notice of default being required, be liable for interest on the outstanding amount at a rate of 1.5% (one and a half percent) per month or part of a month, which shall be added to the amount due at the beginning of the following month to yield interest. If, after receiving notice of default, the Client continues to fail to pay the amount due, the claim may be passed on, in which case the Client shall, in addition to the total amount then due, also be obliged to fully reimburse the extrajudicial and/or judicial costs, including all costs calculated by external experts in addition to the costs established in court in connection with the collection of this claim or of the exercise of rights in any other way, the amount of which shall be set at a minimum of 15% of the total amount, with a minimum of € 100.00 (one hundred euros) with the addition of Dutch VAT.

Article 11. - Security

1. The Client is obliged to furnish security at the first request of Acquire, to the satisfaction of Acquire, for all that which it owes to Acquire pursuant to or in connection with agreements and/or legal acts concluded between Acquire and the Client or non-performance thereof in order to settle all its current or future debts to Acquire on any account whatsoever.

2. The Client is not entitled to set-off, suspension or dissolution on account of a breach and/or nullification, other than to the extent provided for in these general terms and conditions. Acquire has the right to set off all that it has to claim from the Client, whether or not due and payable and/or whether or not on a conditional basis (also between the companies referred to on account of each other).

Article 12. - Retention of title and pledge

1. All deliveries of Materials by Acquire to the Client are subject to the retention of title and pledge as set out below.
2. All Materials delivered to the Client remain the property of Acquire until such time as the Client has paid for them: all payments for the deliveries of Materials made or to be made pursuant to an agreement (and for the use of those Materials), as well as all damages (including interest and costs) on account of non-fulfilment of such agreements for the delivery and/or use of the said Materials. The Materials referred to in this paragraph may not be disposed of, pledged or otherwise encumbered by the Client without the prior written consent of Acquire.
3. Subject to the suspensive condition that the retention of title referred to in the previous paragraph is not or is no longer valid, Acquire also reserves a right of pledge on all Materials to be delivered to the Client as security for the payment of all current and future debts of the Client to Acquire. The Client hereby pledges to Acquire in advance all that Acquire has and will have in its possession from the Client to insure the debts of the Client to Acquire referred to in the previous sentence. If the Client's rights are conditional, pledging shall take place under the same conditions. Possessory pledge is presumed to have been unconditionally established. The Client irrevocably authorises Acquire to cooperate in the further written recording and registration of the pledge.

Article 13. - Liability

1. Acquire is not liable for damage suffered by the Client as a result of shortcomings on the part of Acquire and/or its subordinate or non-subordinate auxiliary persons in the performance of any agreement concluded between the parties, unless the damage is the direct result of an intentional act or omission or gross negligence on the part of Acquire.
2. However, Acquire is not liable for:
 - 2.1. damages suffered by the Client or third parties as a result of the provision of incorrect and/or incomplete data and/or information by the Client to Acquire or otherwise as a result of an act and/or omission on the part of the Client; and
 - 2.2. damages suffered by the Client or third parties as a result of acts and/or omissions on the part of subordinate or non-subordinate auxiliary persons engaged by Acquire and/or other third parties.
3. In all cases, the liability of Acquire and the third parties engaged by Acquire for damages suffered by the Client and their total obligation to pay compensation is limited to a maximum of the amount of the price stipulated for the relevant agreement (excluding Dutch VAT). If that agreement is principally a continuing performance contract with a term of more than one year, the stipulated price will then be set at the total compensation (not including Dutch VAT) stipulated for one year. Acquire's total obligation to pay compensation shall in no case exceed € 5,000 (five thousand euros).
4. Acquire's liability for indirect damages, including but not limited to

consequential damages, loss of profit, lost savings and damage due to business interruption is excluded.

5. The Client is obliged to indemnify and compensate Acquire against all third-party claims arising from or in connection with the agreement between Acquire and the Client, except to the extent that such claims are the result of intent or gross negligence on the part of Acquire.
6. If, to defend itself against its liability for an act of a subordinate or non-subordinate auxiliary person, Acquire can derive a defence from an agreement, then the subordinate or non-subordinate auxiliary person can also invoke this defence if he is called on by the Client based on this conduct, as if he himself were a party to the agreement.
7. A ground that could give rise to a claim for compensation must be submitted to Acquire in writing no later than 1 (one) month after the Client has discovered or could reasonably have discovered the damage, failing which the right to compensation shall lapse.
8. The Client indemnifies Acquire against all legal claims of third parties, as well as damages, fines, costs and interests relating to goods, rights and information that the Client provides and/or has kept available to Acquire.

Article 14. - Duration and notice

1. If the agreement relates to the periodic or otherwise regular supply of Materials by Acquire to the Client, the agreement will be entered into for a period of 1 (one) year, unless the parties expressly agree on a different term. This also applies to a Subscription / Membership.
2. An agreement between Acquire and the Client that has been entered into for a definite period, including a Subscription / Membership, will on each occasion be tacitly renewed for a period of one year, unless one of the parties terminates the agreement in writing, subject to a notice period of three calendar months prior to the end of the (extended) contract term.
3. If the Client upgrades his Subscription / Membership (i.e. a more extensive or more expensive Subscription / Membership) in the interim, a new agreement will be entered into at that time. The Client will receive an invoice for this, without the right to a refund of any unused months of the original Subscription / Membership.
4. Agreements which in view of their nature and content do not end upon their completion and are entered into for an indefinite period of time can be terminated by either party under close business consultation and stating reasons by giving written notice to that effect. If no explicit notice period has been agreed between the parties, a notice period of at least 3 (three) calendar months must be observed when terminating the agreement.
5. Acquire has the right to terminate an agreement for services prematurely with due observance of a shorter notice period, subject to the obligation to proportionately reduce the price owed by the Client, insofar as this relates to the period after the date on which notice of termination was given.
6. The parties will never be obliged to pay any compensation as a result of contractual termination.

Article 15. - Dissolution

1. The Client shall only be entitled to dissolve the agreement if Acquire fails imputably in the performance of essential obligations under the agreement and would be liable under the agreement, after a proper written notice of default in as much detail as possible, setting a reasonable period for remedying the shortcoming, to do so. If at the time of the dissolution referred to in paragraph 1 of this article the Client has already received Materials for the performance of the agreement, these Materials and the related payment obligation will not be subject to dissolution, unless Acquire is in default with respect to those performances.
2. If Acquire is liable to the Client and/or obliged to perform, Acquire shall, to the extent that performance is still possible, only be obliged to perform if in its reasonable opinion it can be required to do so. If Acquire fails to meet its obligations and in its reasonable opinion performance cannot be demanded of it, it may dissolve the agreement. Acquire shall never be obliged to pay any compensation on account of this dissolution.
3. Acquire may terminate the agreement in whole or in part with immediate effect without notice of default and without judicial intervention by giving written notice if the Client applies for or obtains a suspension of payments, provisional or otherwise, if the Client is declared bankrupt or becomes otherwise insolvent, or if the Client's business is wound up or terminated other than for the purpose of reconstruction or merger of businesses. Acquire shall never be obliged to pay any compensation on account of this termination.
4. Amounts that Acquire has invoiced or will invoice in connection with what it has already done or delivered in the performance of the agreement remain due in full and become immediately due and payable at the time of dissolution.

Article 16. - Protection of personal data

1. As part of its services, the Publisher records data. The Publisher uses this data for the preparation and performance of the agreement. In addition, the Publisher records data to improve its services and to keep the Customer informed of (new) products and services of the Publisher and activities of carefully selected third parties. In doing so, the Publisher tries to take into account the Customer's preferences. If the Customer does not wish to receive any offers or information, the Customer may revoke the permission to use or provide the e-mail address to carefully selected third parties or have data blocked by sending a notice to that effect to the Publisher.
2. The Customer must immediately inform the Publisher of any changes to the address details.

Article 17. - Applicable law and disputes

1. The agreement between Acquire and the Client is governed by Dutch law.
2. Any disputes that may arise between the Acquire and the Client as a result of an agreement concluded by the latter with the Client or as a result of further agreements resulting thereof shall be submitted exclusively to the court having jurisdiction in respect of the dispute.

General Terms and Conditions for Advertisers

Article 1. - Classification, definitions

1. These terms and conditions reflect the general provisions of Acquire's agreements for the delivery of goods and for the performance of services and/or the provision of generally available publications. They therefore also apply to the long-term agreements between Acquire and its customers, based on which the customers conclude an agreement with Acquire to use Acquire's services for a fixed price.
2. The terms used below are assigned the following meanings (please also refer to Article 2 'General Conditions Clients'):
 - 2.1. Acquire:
The private limited companies Netwerk Pers Holding B.V. and/or Acquire Publishing B.V. and/or Netwerk Pers B.V. and/or Acquire Media B.V., all with their registered office and principal place of business at Dr. van Deenweg 56, 8025 BC in Zwolle;
 - 2.2. Advertisement:
Any (public) promotion of goods, services or ideas, to be referred to as products, or requesting services;
 - 2.3. Advertiser:
The natural person or legal entity that has indicated orally, in writing, via the Acquire Portal, or in any other way, that it wishes to make use of the advertising facilities offered by Acquire, whether or not in the form of a continuing performance agreement;

Article 2. - Scope of application

1. These general terms and conditions apply to all offers and agreements as well as to agreements and/or legal acts of Acquire concluded after the offer regardless of the places of residence or places business of the parties involved in that agreement and also regardless of the place where that agreement was concluded or is to be implemented.
2. Deviations from these general terms and conditions are valid only if expressly agreed in writing. Deviations shall in that case only apply to the agreement in which that deviation was agreed upon.
3. Once the general terms and conditions apply, they will also apply to new agreements between the parties without any further declaration of applicability, unless explicitly excluded in that case, and to all non-contractual relationships between the parties. If these terms and conditions are amended in due course, but their business content does not generally change, then the new amended terms and conditions will apply instead of the present terms and conditions.
4. The applicability of any purchasing and / or other conditions of the Advertiser is expressly rejected.
5. In the event of any provision of these general terms and conditions being invalid or set aside, the remaining provisions of these general terms and conditions will remain fully applicable. Acquire and the Advertiser will agree on new provisions in order to replace the invalid ones or ones that have been set aside, which provisions shall be as closely in keeping as possible with the purpose and tenor of the invalid provisions or ones that have been set aside.

The parties will consult on the exact wording of these new provisions to the extent required.

6. The Advertiser authorises Acquire in advance to transfer the agreement to an affiliated company or other third party.
7. The stipulations in these general terms and conditions regarding Acquire's obligations and liability are also made for third parties, which are used by or on behalf of Acquire in the relationship with the Advertiser. These third parties may invoke these terms and conditions directly vis-à-vis the Advertiser to defend their liability. Book 7, Article 404 of the Dutch Civil Code is expressly excluded. Limitations of liability related to amounts apply to the total liability of Acquire and of the third parties engaged by it together, and do not accumulate per party claimed.

Article 3. - Formation of the agreement

1. All of Acquire's quotations, prices and offers are without obligation, unless this is expressly stated otherwise in writing.
2. An agreement will only be concluded if and insofar as Acquire accepts an assignment in writing or by e-mail, or if Acquire executes an assignment or if the assignment given by Advertiser has been confirmed by Acquire.

Article 4. - Delivery

The mere exceeding of an agreed delivery time shall not result in Acquire being held in default. Nor will the Advertiser then be entitled to compensation for any damages suffered by him. Acquire is not bound to delivery times that can no longer be met due to circumstances beyond its control that arose after entering into the agreement. These circumstances include in all cases: delayed or non-delivery by Acquire's suppliers, extreme weather conditions, failure of means of communication, and strikes by employees of Acquire or its subordinate or non-subordinate auxiliary persons.

Article 5. - Performance of the service

1. In placing and/or providing advertisements and/or publications for the Advertiser, Acquire reserves the right - without being obliged to do so - to make changes to what is made available to Acquire by the Advertiser, which it deems useful or desirable from an editorial, technical publishing or other reason.
2. The Advertiser is obliged to provide all data and information required by Acquire. In addition, the Advertiser is obliged to provide Acquire with all other facts and circumstances that may be relevant to the correct performance of the agreement.
3. Acquire does not guarantee the accuracy and completeness of the information provided by the Advertiser to Acquire and accepts no liability whatsoever in this respect, while the provision of incorrect and/or incomplete information by the Advertiser (even if provided in good faith) may cause Acquire to terminate the agreement in whole or in part. Acquire shall never be obliged to pay compensation for this termination.
4. If the Advertiser observes or can reasonably establish that Acquire has failed to perform the services, it must notify Acquire of this in writing without delay, but at the latest within 30 days, stating the reasons. Should the occasion arise, the Advertiser shall allow Acquire a reasonable period of time to remedy the defect, if possible.

The costs thereof shall be borne by the Advertiser, except in the event of liability on the part of Acquire as referred to below in the provision "Liability".

Article 6 - Address delivery

1. Addresses provided by Acquire are made available for single use only. To check this, Acquire is entitled to add monitoring addresses to the addresses it has made available.
2. Acquire reserves the right not to accept or carry out the assignment to make addresses available until the Advertiser has given Acquire access to the nature and scope of its commercial communications being sent.
3. If the number of addresses is smaller, Acquire will use a minimum order amount when making addresses available, as stated in the most recent applicable prospectus or Acquire's price list.
4. If, at the Advertiser's request, a count is made of the number of addresses within any selection, without this resulting in an order for definitive availability, Acquire shall charge the counting costs up to the amount stated in the latest applicable prospectus or price list.
5. If Acquire sends a deduplicate report, Acquire is entitled to calculate the number of addresses delivered on a net basis, with a minimum of 80% of the originally quoted amount.
6. Acquire makes every effort to keep its address database as up to date as possible. However, Acquire cannot accept any liability for any damage whatsoever resulting from inaccurate or incorrect addresses made available by Acquire.

Article 7. - Intellectual or industrial property rights

The Advertiser warrants to Acquire that, when placing advertisements, no infringement will be made of rights that third parties may assert by virtue of the Copyright Act or other regulations in the field of copyright, database law, intellectual property or the law relating to unlawful act. The Advertiser indemnifies Acquire, both in and out of court, against all claims that third parties may make pursuant to the aforementioned regulations.

Article 8. - Force Majeure

1. Acquire is not obliged to fulfil any obligation if it is wholly or partially prevented from doing so, temporarily or permanently, as a result of a circumstance that is not attributable to culpable negligence. This also includes a non-attributable shortcoming, as referred to in the previous sentence, on the part of suppliers to Acquire and/or third parties that Acquire engages for the performance of the agreement.
2. In the event of force majeure on the part of Acquire, its obligations shall be suspended. If the duration of a force majeure situation exceeds ninety days, the parties are entitled to dissolve the agreement by terminating it in writing. Work that has already been completed under the contract shall in that case be settled on a pro-rata basis, without either party being liable to the other.

Article 9. - Price

1. All prices are exclusive of turnover tax (Dutch VAT) and other levies imposed by the government. Transport is not included in the price. The price for the performance of work relates only to the fee for the work; the costs incurred by Acquire for the performance of the agreement will be charged separately.
2. In the event of an agreement involving periodically due amounts to be paid by the Advertiser, including a Subscription, Acquire will be entitled to adjust the applicable prices and rates by means of written notice to that effect at least one month in advance. The amendment does not take effect during the first three months of the agreement between the parties. The above does not apply to price reductions.
3. Acquire shall in all cases be entitled to adjust the agreed prices and/or rates by giving written notice to the Advertiser for placing advertisements which are to be placed in accordance with the relevant schedule or the agreement.
4. If the Advertiser does not wish to agree to an adjustment of prices and/or rates as referred to in paragraphs 2 or 3 of this article as notified by Acquire, the Advertiser shall be entitled to terminate the agreement in writing within seven working days of the notification referred to in those paragraphs by the date on which the adjustment of prices and/or rates would take effect as stated in the notification from Acquire.

Article 10. - Payment

1. Unless specific conditions have been agreed upon, the Advertiser shall pay the invoice amount to a bank or giro account to be designated by Acquire within twenty-one (21) days of the invoice date.
2. Contrary to the provisions of paragraph 1 of this article, Acquire shall be entitled, after having obtained permission from the Advertiser (possibly by telephone), to have amounts invoiced to the Advertiser charged to the Advertiser's bank account by means of a direct debit. The Advertiser is entitled to reverse this transfer by direct debit within a period of 1 month after the date on which the amounts in question were debited. Prior to this cancellation, the Advertiser shall consult with Acquire.
3. If Acquire has not received the amounts due within the agreed period, the Advertiser shall, without any notice of default being required, be liable for interest on the outstanding amount at a rate of 1.5% per month or part of a month, which shall be added to the amount due at the beginning of the following month to yield interest. If, after receiving notice of default, the Advertiser continues to fail to pay the amount due, the claim may be passed on, in which case the Advertiser shall, in addition to the total amount then due, also be obliged to fully reimburse the extrajudicial and/or judicial costs, including all costs calculated by external experts in addition to the costs established in court in connection with the collection of this claim or of the exercise of rights in any other way, the amount of which shall be set at a minimum of 15% of the total amount, with a minimum of € 100 (one hundred euros) with the addition of Dutch VAT.

Article 11. - Security

1. The Advertiser is obliged to furnish security at the first request of Acquire, to the satisfaction of Acquire, for all that which it owes to Acquire pursuant to or in connection with agreements and/or legal acts concluded between Acquire and the Advertiser or non-performance thereof in order to settle all its current or future debts to Acquire on any account whatsoever.

2. The Advertiser is not entitled to set-off, suspension or dissolution on account of a breach and/or nullification, other than to the extent provided for in these general conditions. Acquire has the right to set off all that it has to claim from the Advertiser, whether or not due and payable and/or whether or not on a conditional basis (also between the companies referred to on account of each other).

Article 12. - Liability

1. Acquire is not liable for damage suffered by the Advertiser as a result of shortcomings on the part of Acquire and/or its subordinate or non-subordinate auxiliary persons in the performance of any agreement concluded between the parties, unless the damage is the direct result of an intentional act or omission or gross negligence on the part of Acquire.
2. However, Acquire is not liable for:
 - 2.1. damages suffered by the Advertiser or third parties as a result of the provision of incorrect and/or incomplete data and/or information by the Advertiser to Acquire or otherwise as a result of an act and/or omission on the part of the Advertiser; and
 - 2.2. damages suffered by the Advertiser or third parties as a result of acts and/or omissions on the part of subordinate or non-subordinate auxiliary persons engaged by Acquire and/or other third parties.
3. In all cases, the liability of Acquire and the third parties engaged by Acquire for damages suffered by the Advertiser and their total obligation to pay compensation is limited to a maximum of the amount of the price stipulated for the relevant agreement (excluding Dutch VAT). If that agreement is principally a continuing performance contract with a term of more than one year, the stipulated price will then be set at the total compensation (not including Dutch VAT) stipulated for one year. Acquire's total obligation to pay compensation shall in no case exceed € 5,000 (five thousand euros).
4. Acquire's liability for indirect damage, including but not limited to consequential damage, loss of profit, lost savings and damage due to business interruption, is excluded.
5. The Advertiser is obliged to indemnify and compensate Acquire against all third-party claims arising from or in connection with the agreement between Acquire and the Advertiser, except to the extent that such claims are the result of intent or gross negligence on the part of Acquire.
6. If, to defend itself against its liability for an act of a subordinate or non-subordinate auxiliary person, Acquire can derive a defence from an agreement, then the subordinate or non-subordinate auxiliary person can also invoke this defence if he is called on by the Advertiser based on this conduct, as if he himself were a party to the agreement.
7. A ground that could give rise to a claim for compensation must be submitted to Acquire in writing no later than 1 (one) month after the Advertiser has discovered or could reasonably have discovered the damage, failing which the right to compensation shall lapse.
8. The Advertiser indemnifies Acquire against all legal claims of third parties, as well as damages, fines, costs and interests relating to advertisements, goods, rights and information that the Advertiser provides and/or has kept available to Acquire.

Article 13. - Duration and notice

1. If the agreement relates to the periodic or otherwise regular placing of advertisements by Acquire for the Advertiser, the agreement will then be entered into for a period of 1 (one) year, unless the parties expressly agree on a different term.
2. Agreements which in view of their nature and content do not end upon their completion and are entered into for an indefinite period of time can be terminated by either party under close business consultation and stating reasons by giving written notice to that effect. If no explicit notice period has been agreed between the parties, a notice period of at least 6 (six) calendar months must be observed when terminating the agreement.
3. The parties will never be obliged to pay any compensation as a result of contractual termination.
4. Acquire has the right to terminate an agreement for services prematurely with due observance of a shorter notice period, subject to the obligation to reduce the price owed by the Client proportionately, insofar as this relates to the period after the date on which notice of termination was given.

Article 14. - Dissolution

1. The Advertiser is only entitled to dissolve the agreement if Acquire fails imputably in the performance of essential obligations under the agreement and would be liable under the agreement, after a proper written notice of default in as much detail as possible, setting a reasonable period for remedying the shortcoming, to do so. If at the time of the dissolution referred to in paragraph 1 of this article the Advertiser has already received Materials and/or advice for the performance of the agreement, these Materials and/or advice and the related payment obligation will not be subject to dissolution, unless Acquire is in default with respect to those performances.
2. If Acquire is liable to the Advertiser and/or obliged to perform, Acquire shall, to the extent that performance is still possible, only be obliged to perform if in its reasonable opinion it can be required to do so. If Acquire fails to meet its obligations and in its reasonable opinion performance cannot be demanded of it, it may dissolve the agreement. Acquire shall never be obliged to pay any compensation on account of this dissolution.
3. Acquire may terminate the agreement in whole or in part with immediate effect without notice of default and without judicial intervention by giving written notice if the Advertiser applies for or obtains a suspension of payments, provisional or otherwise, if the Advertiser is declared bankrupt or becomes otherwise insolvent, or if the Advertiser's business is wound up or terminated other than for the purpose of reconstruction or merger of businesses. Acquire shall never be obliged to pay any compensation on account of this termination.
4. Amounts that Acquire has invoiced or will invoice in connection with what it has already done or delivered in the performance of the agreement remain due in full and become immediately due and payable at the time of dissolution.

Article 15. - Transferability

The rights and obligations under this agreement can only be delivered or transferred to third parties by the Advertiser with the prior written consent of Acquire.

Article 16. - Applicable law and disputes

The agreement between Acquire and the Advertiser is governed by Dutch law.

Any disputes that may arise between Acquire and the Advertiser as a result of an agreement concluded by the latter with the Advertiser to or a result of further agreements resulting thereof shall be submitted exclusively to the court having jurisdiction in respect of the dispute.

General terms and conditions for Event Participants and Sponsors

Article 1. - Classification, definitions

1. These terms and conditions reflect the general provisions of Acquire's agreements for the supply of goods and for the provision of services and/or the provision of items made generally available for events, conferences, seminars and similar meetings. They therefore also apply to the long-term contracts between Acquire and Participants and Sponsors, based on which they conclude a contract with Acquire to use Acquire's services for a fixed price.
2. The terms used below are assigned the following meanings (please also refer to Article 2 'General Terms and Conditions Clients'):
 - 2.1. Participation fee:
The fee payable by the Participant to Acquire for participation in the Event in accordance with the participation agreement.
 - 2.2. Participant:
The person who has concluded an agreement with Acquire to participate in the Event.
 - 2.3. Event:
The event, fair, conference or exhibition and related workshops/seminar/training courses or study trip in respect of which the participation agreement has been concluded or is organised by Acquire and/or on behalf of the Client.
 - 2.4. Client:
The party that commissions Acquire to organise an Event.
 - 2.5. Registration Form;
The document describing and recording the participation agreement.
 - 2.6. Order confirmation:
The document in which the sponsorship agreement is described and recorded. This is the agreement in which Acquire provides the Participant with Stand Space, promotion facilities and/or services for a specific period of time under certain conditions.
 - 2.7. Promotion options and services:
The options, expressed in money, made available to the Sponsor to bring his product, service or brand to the attention of the public, other than with the aid of Stand Space.
 - 2.8. Sponsor/Exhibitor:
The person who has entered into a sponsorship agreement with Acquire for exhibiting during the Event.
 - 2.9. Sponsorship money:
The fee payable by the Sponsor to Acquire under the sponsorship agreement for the use of the Stand Space and other agreed services and for the general organisational services performed and to be performed by Acquire as described in that agreement.
 - 2.10. Stand Space
The exhibition area, expressed in square metres and made available to the Sponsor, the location and shape of which are indicated by Acquire.

Article 2. - Scope of application

1. In addition to the General Terms and Conditions, these terms and conditions for events apply to all agreements, offers and/or quotations of Acquire with regard to participation in events.

Article 3. - Dates and duration

1. If, in the opinion of Acquire, special circumstances justify this, Acquire can change the dates set for the Event, or cancel the Event. Special circumstances include: lack of interest, insufficiently representative offer, mutual disagreement in the relevant sector and all circumstances that, after weighing up interests, in Acquire's opinion may jeopardise the success of the Event.
2. The participation agreement will remain in full force and effect in the event of a change in the fixed dates. In all cases, the Participant or Sponsor is obliged to pay in full any other costs incurred by or on behalf of Acquire in connection with his participation or sponsorship at his request.
3. Under no circumstances will the Participant or Sponsor be able to assert against Acquire any right to compensation, in any event, based on a decision as referred to in paragraphs 1 and 2 of this article.

Article 4. - Payment

1. The Participation Fee is due at the times specified in the agreement. Acquire has the right to invoice as soon as the Registration Form has been received. An invoice can be preceded by an advance invoice.
2. With regard to Sponsor Funds, 50% of the invoice must be paid at the time of the Order Confirmation and the remaining 50% 4 weeks before the start of the relevant Event.
3. The Participant or Sponsor is liable for all costs payable to Acquire in connection with its participation or sponsorship, regardless of whether these costs are incurred by the Participant or Sponsor itself or by third parties, acting on its behalf.

Article 5. - Liability

1. Acquire is not liable for damage, however named, suffered by the Participant or Sponsor, its staff or visitors, including trading losses and damage due to theft, destruction or any other cause whatsoever, if such damage can be attributed to third parties. The Participant and/or Sponsor indemnifies Acquire against any claim by third parties for damages, under any denomination, caused by the Participant and/or Sponsor itself, its personnel or its visitors.

Article 6. - Prevention Sponsors

1. If the Sponsor is unable to make use of the agreed Stand Space and/or services due to special circumstances beyond its control, the Sponsor is entitled to cancel the participation agreement up to a maximum of 6 months prior to commencement of the Event. In this case, the Sponsor shall owe 35% of the total agreed Sponsor Funds, as well as any other costs incurred by or on behalf of Acquire at his request in connection with his sponsorship, plus any one-off registration fee due.

2. In the event of cancellation by the Sponsor within 3-6 months prior to commencement of the Event, the Sponsor will owe 50% of the total agreed Sponsor Funds, as well as any other costs incurred by or on behalf of Acquire in connection with his or her sponsorship at his or her request, increased by any one-off registration fee due.
3. In the event of cancellation by the Sponsor within 2-3 months prior to commencement of the Event, the Sponsor will owe 75% of the total agreed Sponsor Funds, as well as any other costs incurred by or on behalf of Acquire in connection with his or her sponsorship at his or her request, increased by any one-off registration fee due.
4. In the event of cancellation by the Sponsor within 0-2 months prior to commencement of the Event, the Sponsor will owe 100% of the total agreed Sponsor Funds, as well as any other costs incurred by or on behalf of Acquire in connection with his or her sponsorship at his or her request, increased by any one-off registration fee due.
5. The date of cancellation is the date on which Acquire receives the registered letter of cancellation. Acquire is entitled to deduct the compensation due from the rent already paid

Article 7. - Non-attendance of Participants

1. Cancellation by the Participant in an Event is only legally valid if done in writing. In the case of written cancellation by post, the date of the postmark is decisive for the time of cancellation. In the event of cancellation by fax or electronic means, the time of receipt of the fax or electronic message by Acquire is decisive for the time of cancellation.
2. Unless explicitly agreed otherwise in writing, the Participant may cancel an Event free of charge up to four weeks prior to the start of the Event at the latest. In the case of cancellation after four to two weeks before the start of an Event, the Participant owes 25% of the registration fee (including, if applicable, the Catering Arrangement). In the event of cancellation within two weeks before the start of an Event, the Participant must pay the full registration fee (including, if applicable, the Catering Arrangement). If the Participant has not registered for the entire Event but for a separate part of an Event, the commencement of an Event should be understood to mean the commencement of the relevant part of the Event.
3. Options to participate in an Event can be taken up to six weeks before the start of an Event at the latest. These options are valid for two weeks (counting from the date of receipt of the option by the Publisher) and expire automatically in the event of their not being exercised without Acquire having to notify the Participant.
4. If the Participant is unable to attend or does not participate in an Event without timely cancellation, the Participant shall owe Acquire the entire registration fee.
5. If a Participant is unable to attend an Event, the Participant is entitled to have a substitute participate in the Event.
6. In the event that a Participant or any substitute is not present at an Event, Acquire will send any material distributed to the participants at this meeting to the Participant at the latter's request, against payment of the costs incurred by Acquire in this respect.

Article 8. - Contents of the Event

1. The programme of an Event is described in the most recent Acquire leaflets and other information material relating to a particular Event. Acquire reserves the right to make changes to the programme.
2. All information and (work) materials obtained by the Participant in the context of an Event from or on behalf of Acquire is intended exclusively for the Participant's own use or that of his organisation.
3. Acquire reserves the right to change the time, location and place of an Event. Acquire will inform the Participant of this in good time. Acquire also reserves the right to replace announced speakers.
4. Acquire will ensure the adequate and sound quality of the Event. Any complaints about the Event or its quality must be made in writing to Acquire Publishing B.V., Dr. van Deenweg 56, 8025 BC in Zwolle.

Article 9. - Supplementary regulations for Participants and / or Sponsors

1. If applicable, the regulations for Participants and/or Sponsors of and exhibitors at the location are deemed to form part of the participation agreement. These regulations can be requested from Acquire free of charge at all times.

Article 10. - Conditions for the clients of events

1. Applicability: in addition to the general provisions, these terms and conditions for conferences apply to all agreements, offers and/or quotations of Acquire with regard to the organisation of Events.
2. Even after the conclusion of the agreement, the cost estimate stated by Acquire should be regarded as an indicative price. If the budget is exceeded, Acquire must obtain the Client's prior approval, unless the exceeding of the budget is the result of an increase in the costs charged by third parties. In the latter case, Acquire shall notify the Client thereof and the Client shall be obliged to pay the increase.
3. The agreements included in the explanatory notes to the offer should be regarded as provisional. Changes to these agreements can only be made by mutual agreement. The Client undertakes to cooperate in any change to the agreements in such a way that the proper and timely performance of the agreement is not jeopardised.
4. If Acquire makes use of the services of third parties in the performance of the agreement, Acquire will act with these third parties on behalf of the Client and at the expense and risk of the Client. The Client indemnifies Acquire against claims of third parties in this respect.
5. Invoices from third parties engaged by Acquire on behalf of the Client will be checked by Acquire and, after its approval, must be paid by the Client within the set period, unless Acquire has already paid these invoices on behalf of the Client. In the latter case, the Client shall owe Acquire the relevant costs, which shall be paid by the Client at Acquire's first request.
6. The Client is entitled to cancel the agreement in writing up to two months prior to the date of commencement of the Event, in which case the Client shall be liable to Acquire for payment of the hours already spent and costs incurred by Acquire in the performance of the agreement.

The Client shall also reimburse all costs of third parties engaged by Acquire for the purposes of the Event, either directly to these third parties or to Acquire, if Acquire has engaged these third parties in its own name. In addition, the Client shall owe Acquire fixed damages equal to 15% of the total net amount of the fees included in the agreement for the Publisher's services.

7. If the Client cancels the agreement less than two months before commencement of the Event, the Client will owe Acquire and third parties the total fees included in the quotation.
8. Acquire is not liable for damages caused by third parties engaged by Acquire for the performance of the agreement with the Client.
9. The Event is held under the name and responsibility of the Client. Acquire does not accept any liability for damages caused to Participants, speakers and other third parties as a result of the Event and/or its organisation. The Client indemnifies Acquire against such claims.
10. When sending the mailing and/or registering participants in the Event, Acquire is obliged to comply with the Personal Data Protection Act.