

The following capitalised terms are used in these terms and conditions. These terms are defined as follows:

- Account: the Client's personal administrator panel, provided by digitalAudience, with which it can use and deploy the Service and Data.
- General Terms and Conditions: these general terms and conditions, regardless of the form in which they are made known.
- Data: the files delivered by digitalAudience that the Client can deploy in its own advertising campaigns.
- Service: any activity or performance that is to be or has been carried out by digitalAudience pursuant to the Agreement, including the delivery of Data for improving advertising campaigns, whether not made available via the Software of digitalAudience.
- Intellectual Property Rights: all rights of intellectual property and associated rights, such as, but not limited to, copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as rights to know-how.
- Assignment Confirmation Form: the written or electronic confirmation by digitalAudience of the Client's assignment. Further specifications of the Service and further rights and obligations of the Parties are stated in the Assignment Confirmation Form if and insofar as they wish to derogate from these General Terms and Conditions. If the Agreement is concluded entirely in electronic form, the electronic acceptance (confirmation) by digitalAudience of the acceptance by the Client of the offer (as stated on the Website) of digitalAudience shall be deemed to be the Assignment Confirmation. This Acceptance will be filed by digitalAudience.
- Client: the legal entity that concludes the Agreement with digitalAudience.
- Agreement: the Assignment Confirmation Form and any other agreement, provision or statement concerning the Service declared to be applicable to the legal relationship between the Parties in a legally valid manner by the Parties in accordance with the General Terms and Conditions.
- Party: digitalAudience or the Client, jointly or individually.

- Software: computer software (whether or not in object code, or in the form of an API and an Account) as well as the written or electronic manual for its use, intended for the Client, of digitalAudience, 1 (one) of its licensors or third parties engaged by digitalAudience.
- digitalAudience: the private company with limited liability Social Audience B.V., trading under the name digitalAudience, with its registered office at Valschermkade 18 in Amsterdam, registered with the Chamber of Commerce under number 62917161.
- Website: <https://digitalaudience.io/> or any other website of digitalAudience.

1. PERFORMANCE

- 1.1 Insofar as not agreed otherwise, digitalAudience guarantees that the Agreement will be performed to the best of its ability, using sufficient care and expertise. With regard to the Service(s) to be provided, digitalAudience only has a best efforts obligation, and no result obligation. digitalAudience is therefore unable to provide any guarantee whatsoever with regard to the results to be achieved by using the Service and deploying the Data.
- 1.2 Immediately after the formation of the Agreement, digitalAudience will endeavour to deliver the Service as soon as possible and to make the Data available to the Client.
- 1.3 If, in any case, one of the following situations occurs, "delivered" or "available" may be deemed to apply:
- if the Service is used by the Client;
 - if digitalAudience notifies the Client that the Service is available;
 - if written or electronic confirmation of delivery of the Service or Data by digitalAudience is provided.
- 1.4 Delivery terms stated by digitalAudience are of an indicative nature only, unless it is stated in writing and expressly that the delivery term is a final deadline. Even if a final deadline has been agreed, digitalAudience will only be in default after the Client has declared it to be in default in writing.
- 1.5 A failure to comply with agreed delivery terms, whatever the cause, does not result in digitalAudience being in default and does not provide a right to compensation, including for losses due to delays.

1.6 The Client will always provide to digitalAudience all data or information that is useful or necessary for a proper performance of the Agreement and will provide its full cooperation. The Client guarantees that this data or information is correct, complete and up to date.

1.7 The Client is responsible for the use and the application in its organisation of its equipment, the Software, the Data and the qualifying Services as well as for verifying the security procedures and adequate system administration.

1.8 If the data required for the performance of the Agreement is not made available to digitalAudience, not made available in time or not in accordance with the agreements, or if the Client otherwise fails to fulfil its obligations, digitalAudience shall be entitled to suspend performance of the Agreement, without prejudice to other rights.

digitalAudience is authorised to charge the costs arising therefrom in accordance with its usual rates, or to terminate the Agreement in full or in part.

1.9 digitalAudience is not obliged to follow instructions that change or add to the substance or scope of the agreed Service; if such instructions are followed, however, the relevant activities or performance will be compensated in accordance with the usual rates of digitalAudience for the activities concerned, unless otherwise agreed in the Agreement.

1.10 digitalAudience may engage third parties, at its own discretion, for the performance of the Agreement.

2. USE OF THE SERVICE AND DATA

2.1 digitalAudience will provide an Account for the Client with which the Client can use the Service and can deploy the Data for its own advertising campaigns.

2.2 The Client must treat the user name and password, with which it gains access to the Service and Account, as strictly confidential. digitalAudience is not responsible for any misuse of the passwords and may assume that all activities using the user names and the passwords of the Client take place under the Client's responsibility and risk.

2.3 digitalAudience will ensure by means of the Account and/or the Software that the Service can be used by the Client.

2.4 In derogation from the above, it is also possible that the Data will not be made available by means of an Account and Software, but that the Data will be delivered to the Client directly. The Client will then be able to process and use the Data via its own systems. Unless agreed otherwise, the General Terms and Conditions will continue to apply in full in this situation.

2.5 The Client is fully responsible and liable for the use of the Data and the Service itself (and for deploying them for its advertising campaigns), for all information that it disseminates, makes public or otherwise distributes via the Software or by using the Service. The Client guarantees that the use of the Service and Data, the contents of the information delivered, disseminated, made public or otherwise distributed by it or the Client's use of the Software:

- are not contrary to applicable laws and regulations, including, but not limited to, the General Data Protection Regulation (GDPR), the Telecommunications Act and guidelines of the Dutch Data Protection Authority (AP) and the Netherlands Authority for Consumers and Markets (ACM);
- are not contrary to the Agreement;
- are not contrary to the guidelines and instructions issued by digitalAudience;
- are not contrary to the Dutch Advertising Code or guidelines of the Advertising Code Committee;
- do not damage or hinder the systems of digitalAudience, customers of digitalAudience or other internet users;
- are not unlawful; and
- will not damage the interests or the good reputation of digitalAudience (to be assessed at digitalAudience's discretion).

2.6 digitalAudience declares that it is entitled to provide the Data to the Client and that the use of the Service and Data is not contrary to applicable laws and regulations, including, but not limited to, the General Data Protection Regulation (GDPR), the Telecommunications Act and guidelines of the Dutch Data Protection Authority (AP) and the Netherlands Authority for Consumers and Markets (ACM).

2.7 The Client declares that it will solely use the Service, Data and Software for the purpose for which they are suited and solely in accordance with the Agreement and the General Terms and Conditions.

2.8 If the Client uses the Software, Data and Service in any other way than stipulated in the preceding paragraph, digitalAudience shall be entitled to terminate the Agreement with immediate effect, without the Client having any right, in whatever form, to a refund or compensation.

3. RATES

3.1 All prices are in euros and exclude turnover tax (VAT) and other levies that are imposed by the government.

3.2 All prices on the Website, in brochures, price list(s) and/or other means of communication of digitalAudience are subject to programming errors and typing errors. No liability is accepted for the consequences of such errors.

3.3 If the Agreement is a continuing performance agreement, digitalAudience is authorised to change the rates applied at any time. In that case, digitalAudience will inform the Client of any changes in rates at least two (2) months in advance. In the event of a price increase, the Client is entitled to terminate the Agreement, with due observance of a period of notice of 1 (one) month.

3.4 Without prejudice to the provisions of the previous paragraph, digitalAudience is entitled, in the case of a continuing performance agreement, to increase the prices applied by a maximum of 3.5% on an annual basis without the Client being able to terminate the Agreement.

3.5 In the case of a one-off purchase and incidental individual purchase (no continuing performance agreement), a new Agreement is concluded in each instance, at the rates applying at that time. The rates that applied to a prior Agreement provide no guarantee to the Client that a new Agreement can be concluded at the same rate.

4. PAYMENT

4.1 Subject to the provisions of paragraph 3 of this article, the Client will be required to pay to digitalAudience, from the moment when the

Agreement is formed, the fees for the use of the Service that are stated on the Assignment Confirmation Form or, if nothing has been agreed on this, the fees that are usually applied by digitalAudience for the Service concerned at the time when the Agreement is formed, which fees are specified in the list of rates or on the website of digitalAudience. The list of rates will be provided to the Client upon request.

4.2 digitalAudience will send the Client invoices for the fees payable. The Client must pay the invoiced amounts within 14 (fourteen) days after the invoice date at the latest, unless a different term for payment is expressly stated by digitalAudience. If prepayment has been stipulated, the Client shall pay the fees payable prior to purchasing the Service. There may also be non-recurring costs as well as variable costs. Non-recurring costs will be invoiced in advance; invoices will be sent for the variable costs in accordance with the use of the Service.

4.3 No reliance by the Client on set-off or suspension is permitted.

4.4 If the Client fails to pay the amounts payable within the agreed term, the Client will be in default without any notice of default being required. The Client will be liable to pay statutory interest on the outstanding amount from the date of the default until the date of payment in full. If the Client continues to fail to pay the amount due after notice of default has been given, the claim may be referred for collection. If the claim is referred for collection, the Client will also be liable to pay, in addition to the amount then due, all extra-judicial and judicial costs, including, but not limited to, all costs charged by external experts, the costs of legal assistance and (the full) costs of the proceedings, as well as the costs determined at law.

4.5 All payments by the Client to digitalAudience will be deducted from the oldest outstanding invoices payable by the Client, irrespective of any designation by the Client on the invoices.

5. DURATION & TERMINATION

5.1 The Agreement is entered into for a period of 1 (one) month, unless expressly agreed otherwise in the Assignment Confirmation Form. This means that the Client can use the

Service, Software and the Data for this period, on the basis of the agreed rates and terms and conditions. Use of the Service is permitted for this period. If a different duration or a continuous performance agreement applies, which is extended by the same period of time in each instance, this will be apparent from the Assignment Confirmation Form and be applicable. The period of notice in continuous performance agreements will in that case be 1 (one) month and notice must be given In Writing. If no notice of termination is given, a continuous performance agreement will be extended by the same period of time.

5.2 Either Party can terminate the Agreement with the other Party without notice of default being required and without being required to pay compensation as a result, by registered letter, with immediate effect and without judicial intervention, if:

- the other Party fails imputably to comply with an essential obligation under the Agreement and remedying this failure is permanently impossible; or
- the other Party applies for a moratorium or files for bankruptcy or is declared bankrupt, or offers a composition to its creditors, or any part of its assets is attached; or
- the other Party discontinues its activities, ceases to pursue its object under its articles of association, decides to enter into liquidation or loses its legal personality.

5.3 Without prejudice to article 5.1 and 5.2, digitalAudience is authorised to terminate the Agreement with the Client with immediate effect, by registered letter, without notice of default being required, without judicial intervention and without being liable to pay compensation as a result thereof if the Client acts contrary to the obligations arising from the following articles of these General Terms and Conditions:

- article 2) Use of the Service and Data;
- article 4) Payment;
- article 10) Intellectual Property Rights;
- article 12) Confidential information.

5.4 Amounts that digitalAudience has invoiced before the termination in connection with what digitalAudience has already carried out or delivered in the performance of the Agreement will continue to be payable in full

and will be immediately due and payable at the time of the termination.

5.5 Immediately after the termination of the Agreement, the Client will no longer have access to the Service and the Data. If the Data has been delivered in accordance with article 2.4, the Client shall be obliged to destroy the Data and the Client shall therefore declare that it will no longer use the Data, with immediate effect.

5.6 Provisions that are intended by their nature to endure after the Agreement is terminated will continue to apply in full after termination, including but not limited to:

- article 6) Liability;
- article 10) Intellectual Property Rights;
- article 12) Confidential information.

5.7 digitalAudience reserves the right to arrange for the accounting records and systems of the Client to be inspected and audited by a chartered accountant ("registeraccountant") or another competent and/or qualified party following termination of the Agreement. This audit will be performed during normal working hours and without causing any conflict with the ordinary activities of the Client. The costs of such an audit shall be borne by digitalAudience, unless the audit demonstrates that the Client has failed to comply with the requirements stated in this article, without prejudice to the other rights of digitalAudience. The purpose of the audit may be to assess whether the Client has in fact deleted the Data from its systems and no longer uses the Data.

5.8 If the audit reveals that the Client still continues to use the Data after termination of the Agreement, an immediately due and payable penalty of EUR 5,000 shall be incurred by the Client, and additionally a penalty of EUR 500 for each day during which the violation continues after it has been detected.

6. LIABILITY

6.1 The total liability of digitalAudience, on any grounds whatsoever, and in particular owing to an attributable failure to perform the Agreement, unlawful acts or warranty obligations, shall be limited to compensation for direct losses up to a maximum of the amount of the price agreed for the Service (excluding VAT) per event, for which purpose a

series of events shall count as a single event subject to a maximum of EUR 20,000 per calendar year. If it has been agreed that the fees payable by the Client will be based on subsequent calculation, the liability referred to above shall be limited to the amount that digitalAudience would charge if invoicing were to take place at the time when the failure occurred.

6.2 Direct losses refers exclusively to the costs reasonably required to be incurred by the Client to remedy or remove the failure by digitalAudience in such a way that the performance of digitalAudience complies with the Agreement, as well as reasonable costs to prevent or limit such losses and reasonable costs to establish their cause and extent.

6.3 digitalAudience is not liable for any loss other than direct loss, including but not limited to indirect loss that arises from (use of) the Software, the Data or Service, such as consequential loss, lost profits, lost turnover, loss of savings, loss as a result of business interruption and the costs of recovering data that has been lost, in full or in part.

6.4 In the event of a claim, the Client must notify digitalAudience of this within 6 (six) weeks in writing. If the Client fails to do so, all rights to compensation shall lapse.

6.5 Except for the cases referred to in these General Terms and Conditions, digitalAudience shall not be subject to any liability whatsoever to pay compensation, regardless of the grounds on which a claim for compensation may be based. The limitations of liability referred to in this article 9 shall not apply if the loss is a result of intent or wilful recklessness on the part of digitalAudience or its management board.

6.6 Section 6:271 of the Civil Code shall not apply to the Client.

6.7 The Client indemnifies digitalAudience in full against any and all third-party claims or entitlements, on whatever basis, in respect of compensation of any loss whatsoever arising in any way from and/or in connection with the use by the Client of the Software, the Data or the Service and/or a failure to comply with its obligations under the Agreement, to comply with them properly or to comply with them on time, and in particular against claims of supervisory authorities, such as the

Netherlands Authority for Consumers and Markets and the Dutch Data Protection Authority.

7. FORCE MAJEURE

7.1 If the Client or digitalAudience is unable to comply with an obligation under the Agreement due to force majeure, the Party concerned shall not be required to comply with such an obligation for as long as the force majeure situation continues, unless the obligation concerned is a payment obligation. Force majeure for digitalAudience also includes, but is expressly not limited to, a non-attributable failure of third parties or suppliers of digitalAudience and malfunctions in internet connections, hardware, (D)DoS attacks, telecommunications and electricity networks.

7.2 If the force majeure situation has continued for more than fourteen (14) days, both the Client and digitalAudience will be entitled to terminate the Agreement by written notification to the other Party. Any performance already delivered will then be charged pro rata, without the Client and digitalAudience being liable to pay the other Party any other amounts.

8. AVAILABILITY

8.1 digitalAudience will endeavour to ensure that its systems and networks are available without interruption and to ensure access to Data stored by digitalAudience but offers no guarantees in this regard, unless otherwise agreed in the Agreement by means of a Service Level Agreement designated as such. Insofar as not provided otherwise in such a Service Level Agreement, the provisions of this article apply to availability.

8.2 digitalAudience will endeavour to keep the webserver and other software used by it up to date. However, digitalAudience is dependent on its supplier(s) in this regard. digitalAudience is entitled not to install certain updates or patches if it believes that installing such updates or patches will not be conducive to a correct delivery of the Service.

8.3 If, in the opinion of digitalAudience, a threat arises for the operation of the computer systems or network of digitalAudience or of third-parties and/or of the service provision via a network, in particular as a result of excessive

amounts of email or other data being sent, poorly protected systems or activities of viruses, Trojan horses and similar software, digitalAudience is entitled to take any measures that it reasonably deems necessary to avert or prevent that threat.

9. MALFUNCTIONS AND MAINTENANCE

9.1 In the event of unavailability of the Software or the Service due to malfunctions, maintenance or other causes, digitalAudience will endeavour to inform the Client of the nature and expected duration of the interruption.

9.2 digitalAudience is entitled to temporarily put its systems and networks, or parts thereof, out of operation for maintenance, adjustments or improvements. digitalAudience will aim to ensure that any such inoperative period takes place outside office hours as far as possible, and will endeavour to inform the Client in good time of the planned inoperative period. digitalAudience will however under no circumstances be liable to pay compensation for loss suffered in connection with such an inoperative period.

9.3 digitalAudience has the right to modify the Software or the Service from time to time in order to improve the functionality and remedy errors. If an adjustment leads to a substantial change in functionality, digitalAudience will inform the Client of this prior to the change via the Website or via e-mail. As the Software or the Service is delivered to several Clients, it is not possible to omit a specific adjustment solely for the Client. digitalAudience is not liable to pay any compensation for losses in the event of adjustments.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights with regard to the Software, the Data and the Service will continue to be vested exclusively in digitalAudience, its licensors or third parties engaged by it. No provision of the Agreement, including, but not limited to, provisions that grant a right of use in respect of the Software, the Data and/or the Service, shall be construed as being intended to transfer Intellectual Property Rights in any way.

10.2 If and insofar as digitalAudience grants the Client a right of use in respect of

digitalAudience Software, Data and/or any qualifying Service, the grant of that right shall be subject to the condition precedent of payment by the Client of all amounts due in connection with the Agreement. The aforesaid right of use is non-exclusive and non-transferable and is limited to the purpose that is logically apparent from the Agreement, unless expressly agreed otherwise. Any right of use granted by digitalAudience, its licensors or third parties engaged will be granted for a period as long as the Agreement is applicable.

10.3 The Client may not remove or change copyright indications, trade marks or other indicators of the party entitled to the Intellectual Property Rights in the Software delivered or the Data. The same applies to statements that certain information is confidential.

10.4 Except insofar as this has been agreed or is permitted by mandatory law, the Client is not permitted to reproduce, publish or apply reverse engineering to Software made available or to Data made available. In addition, it is not permitted to remove or circumvent protections or technical (user) restrictions from Software or Data.

10.5 The Client is under no circumstances authorised to register, or to file an application to register, any right regarding an object that is identical with or so resembles in a manner likely to cause confusion any object that is subject to any Intellectual Property Right owned by digitalAudience or its licensors.

10.6 The Client warrants that no third-party rights prevent the provision to digitalAudience of data with a view to their use or processing for the Service. The Client shall indemnify digitalAudience against any action that is based on the claim that such provision, use or processing violates any third-party right.

11. PRIVACY

11.1 By providing the Service, digitalAudience may process personal data on behalf of the Client. If that is the case, the Client shall be deemed to be the controller, or, if the Client processes the personal data on behalf of a third party, the processor. digitalAudience acts (depending on the capacity in which the Client processes the personal data) in the role of processor or sub-processor. Personal data will

be processed in accordance with applicable laws and regulations for the protection of personal data, including the General Data Protection Regulation.

11.2 digitalAudience will only process personal data on the instructions of the Client, except where processing is required by law. All personal data processed by digitalAudience in connection with the Service will be deemed to have been processed on the instructions of the Client.

11.3 digitalAudience will implement appropriate technical and organisational measures to protect personal data against loss or any form of unlawful processing. These measures will ensure, taking into account the state of the art and the costs of implementation, an appropriate level of security, based on the risks entailed by the processing and the nature of the data to be protected.

11.4 If and insofar as digitalAudience processes personal data on the instructions of the Client, the Parties will in addition to the provisions of this article conclude a processing agreement.

12. CONFIDENTIAL INFORMATION

12.1 If and insofar as, during the performance of the Agreement, confidential information of one Party becomes known to the other Party, this receiving Party shall only use that information to perform the Agreement, and shall restrict access to that information to persons who need to know it for that purpose. The Parties shall ensure that those persons are bound by a contract of employment and/or a confidentiality agreement not to disclose this confidential information.

12.2 Information is deemed to be confidential unless a Party states that information that it has supplied is not confidential in nature.

12.3 Confidential information does not include information that was already in the public domain when it became known to the receiving Party or that subsequently entered the public domain through no fault of the receiving Party, or that the receiving Party obtained from a third party without an obligation of confidentiality being imposed and that third party was not obliged to do so.

13. FINAL PROVISIONS

13.1 digitalAudience may transfer rights and obligations under the Agreement to third parties and will inform the Client thereof. If the transfer to a third party is unacceptable to the Client within reason, the Client shall be entitled to terminate the Agreement within 5 (five) days after receipt of the aforementioned notification. The Client is not entitled to transfer rights and obligations under the Agreement to third parties without the express written permission of digitalAudience.

13.2 The Agreement and any disputes arising from it or associated with it shall be governed by Dutch law. Any disputes arising from or relating to this Agreement shall be submitted solely to the competent court in Amsterdam.

13.3 The Client is obliged to keep digitalAudience informed at all times, either in writing or by email, of any changes in the data that are relevant to the performance of the Agreement.

13.4 digitalAudience is entitled to amend these General Terms and Conditions at any time. digitalAudience will inform the Client in writing, electronically (by email) or via the Website of the amendments to the General Terms and Conditions. The amendments will take effect 1 (one) month after the notification. If the Client does not wish to accept the amendments, the Client is entitled to terminate the Agreement in writing as of the date on which the amended General Terms and Conditions will take effect.

13.5 If any provision of these General Terms and Conditions is null and void or is nullified, the other provisions of these General Terms and Conditions shall continue to apply in full and digitalAudience and the Client will agree on a new provision to replace the provision that is null and void or is nullified, taking into account, to the greatest extent possible, the purport and intent of the provision that is null and void or is nullified.

13.6 The version of any communications received or stored by digitalAudience shall be regarded as authentic, unless the Client provides proof to the contrary.

13.7 The Client hereby grants digitalAudience permission to use its name, trade name and logo for promotion and as a reference. digitalAudience will notify the Client in advance

and inform it of the form in which it intends to use the name and logo of the Client.