

## GENERAL ADVERTISING TERMS AND CONDITIONS VOGUE.NL - 2025

### 1. DEFINITIONS

In these General Advertising Terms and Conditions, the following capitalised terms have the following meanings:

- 1. “Advertiser”**: the natural or legal person who concludes a contract with vogue.nl, either directly or through a Media Agency. Where appropriate, the term ‘Advertiser’ will also be deemed to include a natural or legal person acting directly or indirectly on behalf of that natural or legal person;
- 2. “Advertisement”**: any (commercial or promotional) expression in support of a product or service of the Advertiser, including (but not limited to) brand partnerships expressions, online video advertisement and social advertising;
- 3. “Advertising Material”**: the Advertisement provided by the Advertiser or any material that is used to compose an Advertisement;
- 4. “Advertorial”**: advertisement or advertising message of an editorial and commercial nature;
- 5. “General Advertising Terms and Conditions”**: these general advertising terms and conditions which apply to all Contracts and/or other legal relationships between vogue.nl and the Advertiser;
- 6. “Closing Date”**: the latest date on which vogue.nl will still accept the Advertiser’s reservations for specific Services to be provided or by which Options can still be confirmed;
- 7. “Content”**: all content created and/or produced by or on behalf of vogue.nl including, but not limited to, concepts, formats, Advertisements, programmes, characters and audio and social media posts, including all the raw material.
- 8. “Contract”**: any contract between vogue.nl and the Advertiser, irrespective of its form, which concerns the purchase of Services;
- 9. “Cookie”**: cookie(s), web beacon(s), as well as any other technology or process by means of which access is/can be obtained via electronic communication networks to data stored in the devices of visitor(s) to the Website(s) and/or website(s) forming part of the 3rd Party Network or data which may be stored on/in the devices of visitor(s) to the Website(s) and/or website(s) forming part of the 3rd Party Network.
- 10. “Digital Services”**: the digital services to be provided by vogue.nl, including in any case offering mobile and online advertising space on the vogue-platform or on the 3rd Party Network, offering the possibility to sponsor or participate in or parts of the vogue-platform, developing sponsoring and advertising campaigns, generating visits to certain websites or other media via a (mobile) Website;
- 11. “Media Agency”**: the natural or legal person that enters into a Contract with vogue.nl on a professional or business basis by virtue of a mandate or power of

attorney from an Advertiser and as such also accepts the applicability of these General Advertising Terms and Conditions for itself;

- 12. “Offer”**: any form of offer made by or on behalf of vogue.nl including but not limited to quotations, quotes, rates and proposals;
- 13. “Option”**: the confirmed intention of the Advertiser to purchase Services;
- 14. “Parties”**: The Advertiser and vogue.nl together;
- 15. “Programme”**: an (audio)visual product that is clearly defined and identifiable as such, is published on the vogue-platform;
- 16. “Services”**: the services to be provided by vogue.nl to the Advertiser on the basis of the Contract. Services are in any case understood to include but are not limited to: the reproduction and/or publication of an Advertisement or other promotional expression on a Website or via another medium of vogue.nl, or a medium whereby vogue.nl is entitled to provide the relevant Services via that medium, including placing links to other websites or other medium on a Website, developing sponsorship and advertising campaigns, generating visits to certain websites or other medium via a Website or other medium, and the sponsorship of events organised by vogue.nl;
- 17. “vogue.nl”**: Mood for Magazines B.V., having its registered office at (1217 SC) Hilversum, Bergweg 70, registered in the Chamber of Commerce under number 33277855.
- 18. “vogue-platform”**: vogue.nl’s own website(s), app(s) and social media channels.
- 19. “Website”**: a website, mobile website, application, white label version of a (mobile) website or application or other digital medium that vogue.nl owns and/or operates;
- 20. “3rd Party Network”**: the websites of third parties that are affiliated to vogue.nl’s advertising network, on the basis of which vogue.nl can offer Services via the websites of these third parties.

### 2. APPLICABILITY AND AMENDMENTS

**2.1** These General Advertising Terms and Conditions apply to, and form an integral part of, all Offers, Contracts, orders for placing Advertisements, confirmations, declarations of intent and other work and Services, between vogue.nl and the Advertiser, as well as the manner of their formation and their performance. The General Advertising Terms and Conditions are available on <https://www.vogue.nl/advertiser/>.

**2.2** vogue.nl has the right to unilaterally amend these General Advertising Terms and Conditions. The amended version of these General Advertising Terms and Conditions will take effect on the date of its publication and applies to all current and new Contracts at that time, unless expressly agreed otherwise.

**2.3** The Services form an integral part of these General Advertising Terms and Conditions. vogue.nl is at all

times entitled to change the range of Services and the Services themselves. The Services in force at the (intended) time of publication of the Advertisement will apply.

**2.4** Any derogations from these General Advertising Terms and Conditions are only valid insofar as they have been expressly agreed upon in advance and in writing between vogue.nl and the Advertiser and only apply to the amended provisions of the relevant Contract.

**2.5** vogue.nl hereby rejects the applicability of any purchasing or other general terms and conditions of the Advertiser or any third party.

**2.6** In case of conflict between the provisions of these General Advertising Terms and Conditions and the Contract and/or other conditions referred to in these General Advertising Terms and Conditions, the provisions of the Contract prevail over the General Advertising Terms and Conditions, which in turn prevails over any other conditions that have been declared applicable.

**2.7** If any provision of these General Advertising Terms and Conditions are, wholly or partially, in violation of the law, the remaining provisions of these General Advertising Terms and Conditions will remain in force, whereby vogue.nl, in consultation with the Advertiser, will agree a new provision, whereby the purpose and intent of the invalid, null and void provision or terminated provision will be taken into account as much as possible.

**2.8** In the event of any conflict, inconsistency and/or derogation between the Dutch and English texts of the General Advertising Terms and Conditions, the Dutch text prevails.

### **3. THE MEDIA AGENCY**

**3.1** If a third party – which explicitly includes advertising agencies and Media Agencies – concludes a Contract with vogue.nl for or on behalf of an Advertiser and/or is involved in the conclusion of a Contract with vogue.nl, that third party must assure vogue.nl that the Advertiser accepts the applicability of these General Advertising Terms and Conditions.

**3.2** The third party referred to in paragraph 1 of this article is jointly and severally liable vis-à-vis vogue.nl alongside the Advertiser on behalf of which it is acting, for compliance with the obligations arising from the Contract concluded with vogue.nl, which explicitly includes all payment obligations.

**3.3** vogue.nl will only accept a Contract concluded through the intermediary services of a third party – including an advertising agency and/or Media Agency – in the name of and for the account of the Advertiser that instructed the third party to act on its behalf, if the Advertiser becomes a party to the Contract to be concluded with vogue.nl Any such Contracts must specify the name of the Advertiser and vogue.nl is entitled to demand that proper proof is provided of the instructions given by the Advertiser; the way in which

such proof is provided is at vogue.nl's discretion. If the Advertiser denies that the third party has a mandate to conclude contracts with vogue.nl or the third party was not authorised to conclude contracts with vogue.nl for any other reason, the third party will be deemed to have acted in its own name and for its own account.

### **4. OFFER, FORMATION, DURATION AND TERMINATION**

**4.1** Every Offer made by vogue.nl, by any means and in any form, before the formation of a Contract always constitutes a non-binding offer and is always subject to change and availability of the Services and subject to changes in the organization structure, for whatever reason.

**4.2** Each Contract is formed subject to the suspensive condition of vogue.nl's acceptance of the Advertiser.

**4.3** At the Advertiser's request, vogue.nl can provide a written quotation for the provision of Services. The quotation will be valid for the period stated in the quotation. If the period of validity is not included in the quotation, the quotation will be valid for fourteen (14) days.

**4.4** The Contract is formed by means of the Advertiser's written acceptance (including by email) of a written (including by email) Offer made by vogue.nl or by means of vogue.nl's effective performance of an order placed by the Advertiser.

**4.5** At the request of the Advertiser, vogue.nl can grant an Option for the provision of a Service. vogue.nl is at all times entitled to cancel granted Options without giving reasons. Furthermore, if the Option relates to the provision of Services other than Digital Services, Options granted but not exercised by the Advertiser expire on the Closing Date at the latest. With regard to Digital Services, the Option will in any case expire at least five (5) working days before the intended start date of the campaign to which the Option relates.

**4.6** Unless expressly stated otherwise in the Contract, the contract period starts on the date of placing the first Advertisement purchased under the Contract. If the first Advertisement has not been placed within six (6) months of concluding the Contract, the Contract will be deemed to have started on the day on which these six (6) months have expired.

**4.7** If a Contract cannot be completed within the contract period, the Advertiser can submit a written request to vogue.nl before the end of the contract period to ask for an extension of the contract period of a maximum of six (6) months in order to place the remainder. If vogue.nl agrees to such an extension, the most recent conditions regarding rates will apply for that period. If, after the contractual period or the extension has ended, the Advertiser has placed fewer Advertisements than has been agreed, the Advertiser's entitlement to placing Advertisements will lapse after the contractual period or the extension ends; however, the payment obligation for the remaining contractual advertising space will remain in force.

**4.8** If the Advertiser wishes to increase the advertising space at any time during the term of the Contract, the Advertiser can submit a written request to this effect to vogue.nl. The rate applicable to the increase will be the rate applied by vogue.nl at the moment that the contract on increasing the advertising space is concluded.

**4.9** If the Advertiser does not wish to adhere to the agreed number of placements of Advertisements, vogue.nl will apply the rates in accordance with its rate cards, and the Advertiser will be required to pay for the Advertisements placed, or, in consultation, the costs for the earlier placed advertisements will be offset.

**4.10** Both Parties are entitled to terminate the Contract, extra-judicially, with immediate effect and without further notice being required in the event that:

- (a) the other party is declared bankrupt;
- (b) an application has been made for the other party's bankruptcy;
- (c) the other party is granted a suspension of payments;
- (d) an application for the suspension of payments has been made for the other party;
- (e) the other party is dissolved or ceases its activities, which for vogue.nl includes the cessation of or the closing down of [www.vogue.nl](http://www.vogue.nl) (or any of its other vogue.nl products or Services) in respect of which the Contract was concluded;
- (f) the performance of the agreed Services or a part thereof is or threatens to be in conflict with applicable laws and regulations; and
- (g) the other party fails to comply with one or more of the obligations under the Contract even after a reasonable period has been given to comply with its obligation(s).

**4.11** vogue.nl has the right to terminate the Contract in writing with immediate effect, without giving reasons, if the Advertiser is not considered creditworthy by vogue.nl.

## 5. ADVERTISING MATERIAL

**5.1** The Advertising Material, accompanied by the relevant Contract, must in any case be in the possession of vogue.nl on the final Submission Date set by vogue.nl. vogue.nl reserves the right to refuse to accept and/or place Advertising Material that has been received after the Submission Date, without prejudice to vogue.nl's right to compensation of the costs of placing the advertisement and without liability to pay any compensation to the Advertiser.

**5.2** The Advertiser is required to supply Advertising Material that meets vogue.nl's submission specifications, which sets out the technical requirements and submission procedure that must be met by the Advertising Material to be submitted. These submission specifications are available on request or can be downloaded from our website.

**5.3** vogue.nl is at all times entitled to refuse to provide Services, such as the placement of material, in the

event of technical objections or if vogue.nl rejects the material on account of the content, nature, purport or form of the Advertising Material, if the Advertising Material does not comply with the conditions set out in the Contract, these General Advertising Terms and Conditions and specifications, if the publication of the Advertisement is in conflict with the interests of vogue.nl or third parties, or in conflict with social values and standards, good taste and/or decency, any legal provision, as well as for reasons of principle or other serious reasons on the part of vogue.nl. In that case, vogue.nl is not obliged to pay any compensation to the Advertiser. Refusal to provide the Services on the basis of this article does not affect the Advertiser's obligation to pay vogue.nl the production costs incurred and any placement costs for the material.

**5.4** vogue.nl will handle lithographs, working drawings, transparencies, lay-outs and other material supplied by the Advertiser with customary care and attention. vogue.nl does not accept any liability for damage resulting from the use or dispatch of this material, except in cases of gross negligence or culpability.

**5.5** If the Advertising Material is not submitted on time, all additional costs and transportation costs incurred by vogue.nl and/or its suppliers will be for the account of the Advertiser.

**5.6** If the Advertising Material does not comply with vogue.nl's technical specifications, vogue.nl is entitled (but not obliged) to alter the material, without consultation and at the Advertiser's expense. Furthermore, vogue.nl has the right not to place the relevant Advertisement or to postpone and/or fully cancel the relevant Advertisement and charge the Advertiser for the entire amount due.

**5.7** The Advertiser cannot place – or arrange for the placement of – watermarks, digital watermarks or other hidden symbols in Advertisements/Advertising Material submitted to vogue.nl by or on the Advertiser's behalf, unless vogue.nl's explicit written consent has been obtained.

**5.8** vogue.nl stores the Advertiser's Advertising Material for at least one year from the Advertising Material's date of publication in vogue.nl's digital archive. vogue.nl cannot be held liable for any loss of or damage to Advertising Material.

## 6. CONTENT

**6.1** If Content is created and/or produced by or on behalf of vogue.nl for which the Advertiser must supply material or Advertising Material, this must be submitted in accordance with vogue.nl's instructions and deadlines.

**6.2** vogue.nl is entitled to involve third parties in the production of Content. vogue.nl remains responsible vis-à-vis the Advertiser for the performance of its obligations under the Contract.

**6.3** vogue.nl is entitled to utilize artificial intelligence tools ("AI tools") in the creation, production, development, and/or editing of a Brand Partnership

Campaign and/or Content. These AI tools may be used for, but are not limited to, text generation, image editing, audio and video production, and other relevant applications. The use of AI tools shall be carried out in compliance with applicable laws and regulations.

**6.4** If and as far as the project planning allows for it, the production of Content includes one (1) round of corrections and a check on the corrections made. Any additional rounds of corrections required by the Advertiser will be the subject of an additional quotation to be submitted to the Advertiser for approval.

**6.5** vogue.nl is entitled to modify – or cause to be modified – Content, if it deems this necessary in order to comply with applicable laws and regulations, including the Dutch Media Act and the Dutch Advertising Code. vogue.nl is not liable for any costs incurred and/or losses suffered by the Advertiser in this respect.

**6.6** All created and/or produced Content remains the property of vogue.nl or its licensors.

**6.7** All creative ideas and concepts developed by vogue.nl remain the property of vogue.nl

**6.8** vogue.nl will store the Content for a period of one (1) year after completion, for example for the purpose of possible re-edits.

**6.9** As far as required, the Advertiser grants vogue.nl permission for an indefinite period of time to use its trademark rights for the benefit of the Content to be produced and made public by vogue.nl

## **7. PROGRAMME PARTICIPATION**

**7.1** The Advertiser participates in a Programme by providing a financial or other contribution for the benefit of creating the Programme and/or a (financial) consideration for product placement in the Programme, in accordance with the provisions of the Contract.

**7.2** Products, services or brands of the Advertiser may be mentioned or shown in the Programme, subject to applicable laws and regulations concerning sponsoring, product placement and advertising and surreptitious advertising. The specific usage will be determined in consultation between vogue.nl and the Advertiser, whereby vogue.nl has the final say.

**7.3** For the benefit of the general public, there will be mention of the fact that the Programme is sponsored or contains product placement, in accordance with the applicable laws and regulations.

**7.4** vogue.nl may subcontract the production and editing of a Programme to a producer, who has primary responsibility for the creative interpretation and quality of the Programme. Final editing of the Programme is always the responsibility of vogue.nl's programme management.

**7.5** In the event that the Programme cannot take place or continue to take place for whatever reason, vogue.nl and the Advertiser will consult with each other in all fairness about alternative (programme

and/or advertising) options that vogue.nl can offer the Advertiser. The Advertiser is in no way entitled to compensation for any costs or losses incurred as a result of the (premature) discontinuation of the Programme.

**7.6** Where the Programme refers to a programme website or social media page, vogue.nl is the rightful owner of this site or page.

## **8. ADVERTISER'S USER RIGHTS**

**8.1** Without the express prior consent of vogue.nl, the Advertiser is not permitted to publish or cause to be published any Content (including the Programme and social posts) or parts thereof (such as stills and promos) produced by or on behalf of vogue.nl, other than by embedding or reposting such Content on their own (social) channels or the (social) channels of third parties. Commercial exploitation of the Content or use of (parts of) the Content for other applications, such as printed media, point of sale material or billboards is not permitted.

**8.2** Reposting by the Advertiser of social media posts is allowed, provided that such posts are not 'live' and organically disappear to the bottom of the web page. If the Advertiser wishes to extend the agreed-upon user rights of the Content, it needs to obtain vogue.nl's prior written consent. vogue.nl is entitled to attach conditions to such consent, such as payment of a fee or additional fee by the Advertiser. vogue.nl is under no obligation to grant its consent. If applicable, vogue.nl will consult with any third party/parties involved and is in part dependent on such third party/parties to grant consent.

**8.3** The Advertiser is not permitted to use the name, voice and/or image of persons appearing in the Content in any way, including the presenter of a Programme or an influencer, without vogue.nl's prior written consent. vogue.nl is entitled to attach additional conditions to such consent.

**8.4** For a period of one (1) year after the end of a campaign, the Advertiser is not permitted to contact the influencer(s) involved in the campaign directly without vogue.nl's involvement, in order to make arrangements for promoting the Advertiser's products and/or services via social media or otherwise.

**8.5** The Advertiser is not permitted to use any names, logos or brands belonging to vogue.nl, the producer or other parties involved, in any way whatsoever, without the prior written consent of vogue.nl and, where appropriate, the prior written consent of the producer or other parties involved.

## **9. DIGITAL SERVICES**

**9.1** vogue.nl has the right to approve or reject Digital Services in compliance with the criteria supplementing the existing requirements for all Services. The specifications for Digital Services can be found on <https://www.vogue.nl/advertiser/> vogue.nl has the right, at all times, to refuse to

place the Advertisement if it does not meet the aforementioned specifications.

**9.2** The Advertiser guarantees that the digital material provided does not contain any viruses or comparable software programs, whether or not added by third parties without the Advertiser's knowledge, that could harm the operation of the services offered by vogue.nl, the internet or third-party computers and/or software.

**9.3** If and to the extent that, in using the Digital Services, the Advertiser uses Cookies, the Advertiser guarantees that it, as well as any other client(s) and third party/parties it has engaged, comply with all relevant laws and regulations, including (but not limited to) the General Data Protection Regulation (GDPR), the Dutch Data Protection Implementation Act [Uitvoeringswet AVG] and the Dutch Telecommunications Act.

**9.4** The Digital Services are offered and provided by vogue.nl without any guarantee of (uninterrupted) availability, security, suitability, absence of viruses, reliability or other guarantee. vogue.nl is likewise unable to guarantee that the Advertisement shown on the vogue-platform is an exact reproduction of the submitted Advertising Material.

**9.5** The agreed start date for the Digital Services is a target date. vogue.nl reserves the right to postpone the performance of the Services due to unforeseen circumstances. In the event that vogue.nl postpones the start date, the only compensation offered to the Advertiser will be the provision of the Digital Services by vogue.nl for a period equal to the agreed period and/or provision of alternate Digital Services to the Advertiser, to be agreed between the Advertiser and vogue.nl

**9.6** vogue.nl reserves the right to block or deactivate a website or app or Digital Services without prior notice for the purpose of maintenance, amendments or improvement, or to update, extend, delete or otherwise modify websites or Apps. vogue.nl is not liable for any losses incurred by the Advertiser as a result of this.

**9.7** If measuring systems are to be used to determine the fee for the digital Advertisement (for example to determine the number of clicks or leads), vogue.nl's measuring system will take precedence. According to the standards used in the industry, a difference of up to 10% in measured clicks and ad impressions is not considered uncommon. If the difference between the measured clicks and ad impressions is greater than 10%, vogue.nl and the Advertiser will jointly investigate the cause of these differences in order to resolve the issue. Until the cause of the measurement differences has been determined, vogue.nl's measurement results will take precedence in the determination of the fee.

**9.8** If the Advertiser cancels the Digital Services to be provided by vogue.nl, the Advertiser owes the following amounts: (a) all costs that vogue.nl is already obliged to pay to one or more third parties at the time of cancellation by the Advertiser, if vogue.nl has engaged third parties for the performance of the Services; and

(b) a cancellation fee determined in accordance with the table below. Any overpayment by the Advertiser will be refunded by vogue.nl

#### **Number of days between cancellation and start of agreed Digital Services**

28 days or more  
21 to 28 days  
14 to 21 days  
13 days or fewer

#### **Cancellation fee as a percentage of the agreed fee**

0%  
25%  
50%  
100%

A cancellation fee of 25% of the costs of placing the Advertisement always applies when cancelling placements for which the placement date has not yet been determined.

## **10. RATES**

**10.1** Every Contract is subject to the rates applied by vogue.nl at the time of concluding the Contract with respect to the placement of Advertisements and/or other work and Services. All rates mentioned in the Contracts are listed in euros and are exclusive of VAT.

**10.2** The rates for Services (including Digital Services) can be found on the website <https://www.vogue.nl/advertiser/>. If you wish to receive a free copy of the rates, please contact sales@vogue.nl.

**10.3** vogue.nl reserves the right to change the rates. If such a price change is also to be applied to the Advertisements pursuant to Contracts that have already been concluded, the Advertiser will be entitled to cancel the remainder of the Advertisements not yet placed without any additional payment.

## **11. PAYMENT & DISCOUNT**

**11.1** Payments for the placement of submitted Advertisements and other Services must be made in advance, unless agreed otherwise with the Advertiser. All payments must be made within thirty (30) days of the date of the invoice, without discount, deduction or set-off. The Advertiser is not entitled to suspend any of its (payment) obligation.

**11.2** If payment is not made on time or in full, vogue.nl will be entitled to suspend its Services. The Advertiser is in default by the mere expiry of a payment term or term for the performance of any other obligation, without formal notice being required. As from the day the default starts, the Advertiser is liable for 2% interest per month or part thereof on all overdue amounts and the Advertiser is obliged to fully reimburse vogue.nl for its judicial and extra-judicial costs, including collection fees of 15% of the amount due, with a minimum of €115.

**11.3** All judicial and extra-judicial costs and lawyers'

fees that vogue.nl is required to incur for the collection of any amount due to vogue.nl by the Advertiser arising from the Contract must be reimbursed to vogue.nl by the Advertiser.

**11.4** If the Advertiser pays more than one invoice at once, it is obliged to submit an itemisation of the sum transferred. In the absence of such an itemisation, invoices will continue to be treated as unpaid in the accounts.

## **12. LIABILITY**

**12.1** vogue.nl. is not liable for any losses resulting from any requests and communications (made orally, in writing or transmitted by any technical means) that have not been received by vogue.nl or have not been received in a correct, complete or timely manner.

**12.2** vogue.nl exercises the greatest possible care in its performance of Contracts, placing individual Advertisements as well as providing other work and services. In the event of an attributable failure to fulfil its obligations, vogue.nl will only be liable if it can be accused of more than a slight degree of carelessness. If vogue.nl is nevertheless liable for the non-performance or improper performance of a Contract, its liability will be restricted to direct losses and to an amount that is reasonably proportionate to and no higher than the amount payable for the Contract or the non-performance or improper performance part of the Contract, with a maximum of €5,000 (five thousand euros) per event or series of related events.

**12.3** vogue.nl is never liable for indirect or consequential losses. Any deviating or further-reaching liability, particularly for indirect losses, is hereby explicitly excluded.

**12.4** vogue.nl is not liable for any loss or damage to Advertising Material supplied by the Advertiser or third parties.

**12.5** In the event of the Advertiser failing to comply or to comply in a proper or timely manner with one or more of the conditions contained in these General Advertising Terms and Conditions or conditions agreed with vogue.nl, the latter will be entitled – without prejudice to its entitlement to claim compensation or fulfilment – to suspend the performance of the Contract as long as the failure to comply with the obligations continues or to partly dissolve the Contract without being obliged to pay any compensation.

**12.6** The exclusions/limitations of liability as included in these General Advertising Terms and Conditions do not apply in cases of intent or gross negligence.

## **13. FORCE MAJEURE**

**13.1** In addition to the provisions of Book 6 Article 75 of the Dutch Civil Code, a failure by one Party to comply with any obligation vis-à-vis the other Party cannot be attributed to that Party in the event of a circumstance that is outside the control of that Party, as a result of which the compliance with its obligations towards the other Party is wholly or partly

prevented or as a result of which the compliance with its obligations cannot reasonably be required from the Party. For vogue.nl, these circumstances include, but are not limited to, non-performance by third parties or suppliers it has engaged, industrial actions, boycotts or (potential) actions against, stagnation or other company problems at vogue.nl, a supplier or distributor, the temporary unavailability or inadequate availability of hardware, software and/or internet or other telecommunication connections, energy failures, computer viruses, strikes, work interruptions, measures by any public authority as well as the absence of any governmental permit or permission, terrorist acts, fire, extreme or unsuitable conditions or weather conditions, a cyber attack, epidemics or pandemics and forwarding problems at a distributor.

**13.2** If a situation as referred to in paragraph 1 arises as a result of which a party is unable to fulfil its obligations towards the other party, those obligations will be suspended for as long as that party is unable to fulfil its obligations.

**13.3** If the situation referred to in paragraph 2 has lasted thirty (30) calendar days, both Parties will be entitled to dissolve the Contract wholly or partially in writing. In that case, neither Party is obliged to pay compensation for any losses, even if the Party in a situation of force majeure benefits from an advantage resulting from the situation of force majeure.

## **14. INTELLECTUAL PROPERTY RIGHTS**

**14.1** All (intellectual) property rights, which in any case include copyrights and trademark rights, concerning vogue.nl, the content of the Websites, the Content, proposals, formats, concepts, (editorial) contributions, products, the vogue.nl. logo and all other components of the Services, are held exclusively by vogue.nl or its licensors. vogue.nl expressly reserves these rights.

**14.2** The rights and copyrights relating to the format and content of all forms of expression of the vogue.nl brand, including in any case but not limited to the Website and the mobile app, are held exclusively by vogue.nl

**14.3** Without vogue.nl's prior written consent, no part of the expressions of vogue.nl may be reproduced in whole or in part, stored in a computerised database or made public in any way whatsoever.

**14.4** Without vogue.nl's prior written consent, the vogue.nl brand or one of its expressions may not be used for the promotional purposes of a third party, even if this third party or the party on whose behalf it is acting advertises in vogue.nl

**14.5** The intellectual property rights to all Services provided or made available by vogue.nl in the context of the Contract remain with vogue.nl or its licensors. To the extent necessary for the use of the Services by the Advertiser, vogue.nl grants the Advertiser a limited, non-exclusive, non-transferable right to use the intellectual property rights to the Services during the term of the Contract.

**14.6** If the Advertiser infringes vogue.nl's copyright or any other intellectual property right, the Advertiser will be liable to pay vogue.nl a penalty equal to the amount of the fee owed by the Advertiser to vogue.nl for the Services or under the Contract, with a minimum of €25,000 (twenty-five thousand euros). The Advertiser will also compensate vogue.nl for the actual loss suffered by vogue.nl

**14.7** The intellectual property rights to material and data provided by the Advertiser to vogue.nl within the context of the Contract remain with the Advertiser or its licensors. To the extent necessary for the provision of services by vogue.nl, the Advertiser grants vogue.nl a limited, non-exclusive, non-transferable right to use the intellectual property rights during the term of the Contract. The Advertiser indemnifies vogue.nl against all claims and consequential claims of third parties relating to the use by vogue.nl of the material and data provided by the Advertiser to vogue.nl and the intellectual property rights vested in such material and data.

**14.8** vogue.nl has the right, at all times, without the Advertiser's prior consent, to use the Content/Advertisements for the purpose of B2B communication, such as showreels, case films, company films and submissions for awards.

## **15. PRIVACY / COOKIES**

**15.1** vogue.nl will offer the Services and process the Advertiser's data in accordance with vogue.nl's privacy and cookie policy as published on <https://privacy.talpanetwork.com/nl/privacy> and <https://privacy.talpanetwork.com/nl/cookies>.

**15.2** Personal data collected, obtained or otherwise processed as part of the Contract are and remain the property of vogue.nl at all times, unless vogue.nl and the Advertiser agree otherwise in writing on the use, processing or other activities regarding these personal data.

**15.3** The Advertiser, when processing personal data in the context of the Contract, will comply with the applicable laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the Dutch Data Protection Implementation Act and the Dutch Telecommunications Act.

**15.4** The Advertiser immediately notifies vogue.nl of any processing of personal data in the context of the performance of the Contract. If necessary, Parties will conclude a separate processing agreement regarding the scope, duration, and security of such processing.

**15.5** The use of Cookies by the Advertiser in an Advertisement through programmatic buying is only possible after a consent signal has been received from the Advertiser through vogue.nl's consent management platform (CMP) (or its publishing partner within the vogue-platform) or via an online request. The Advertiser will only process personal data for a purpose for which consent is required after it has received the required consent signal. The Advertiser is

not allowed to place Cookies or process personal data unless it has received consent to so do. The Advertiser agrees to comply with the Transparency & Consent Framework of the Interactive Advertising Bureau (the "IAB Framework").

**15.6** Notwithstanding the previous, the Advertiser is explicitly not permitted to use or allow the use of fingerprinting and/or similar techniques to collect, store or gain access to information in the peripherals of users of the vogue-platform.

**15.7** vogue.nl is at all times entitled to audit or arrange an audit of the Advertiser's compliance with the provisions of this article. The Advertiser – also on behalf of its client(s) and/or third party/parties it has engaged – will provide all assistance to vogue.nl in order to comply with this request. vogue.nl will bear the costs of these checks, unless it is established that the Advertiser has violated the provisions of this article.

## **16 CONFIDENTIALITY**

**16.1** The Parties will observe confidentiality with regard to confidential and/or business-sensitive information provided by the other party during the formation and the duration of the Contract. This obligation continues even after the termination of the Contract.

**16.2** The Parties will not disclose any confidential and/or business-sensitive information without the prior written consent of the other Party.

**16.3** The Parties will take reasonable measures with regard to employees, agencies, auxiliaries or third parties to safeguard this confidentiality.

**16.4** The above confidentiality obligations do not exist if and to the extent that:

- (a) a Party is obliged to disclose under a statutory regulation or an authorised order issued by a public authority;
- (b) the information is in the public domain at the time of disclosure and is widely known; and
- (c) at the time of disclosure to the other Party, the information was already in the possession of that Party, or was independently developed by that Party, without using the information provided.

## **17. GUARANTEE / INDEMNIFICATION BY THE ADVERTISER**

**17.1** The Advertiser guarantees that the Advertising Material submitted to vogue.nl as well as the content of the (mobile) Websites or other medium to which the material refers, comply with the law and regulations, including but not limited to the Dutch Advertising Code of the Dutch Advertising Code Authority (Stichting Reclame Code), the instructions and recommendations of the Advertising Industry Code Committee and the Inspection Board for the Public Promotion of Medicines (Keuringsraad Openlijke Aanprijzing Geneesmiddelen – K.O.A.G.), and the Inspection Board for the Promotion of Health Products (Keuringsraad Aanprijzing Gezondheidsproducten – KAG). vogue.nl has the right to refuse to perform Services (including the placement

of the Advertisement(s) or Additional Proposition(s)) that do not comply with the aforementioned laws and regulations, in which case the Advertiser will remain obliged to pay vogue.nl for the contracted advertising space. The Advertiser also guarantees that the material provided do not and cannot contain any viruses or comparable software programs added by third parties with or without the knowledge of the Advertiser that could negatively impact the functioning of the services offered by vogue.nl, the Internet or third-party computers and/or software.

**17.2** The Advertiser guarantees that:

- (a) the Advertising Material does not infringe in any way on any right belonging to another person, including in any case copyright (including portrait rights) or any other intellectual or industrial property right;
- (b) the Advertising Material corresponds to the truth, social standards and values, good taste and decency and/or public order or morality, and is not otherwise unlawful towards third parties;
- (c) if and insofar as (a) musical work(s) and the recording thereof is used in Advertising Material made available by the Advertiser to vogue.nl, the Advertiser has obtained permission from the rights holder(s) with regard to the synchronisation rights;
- (d) it has paid or will pay all fees that will be due to third parties (including to copyright and neighbouring rights holders) in connection with vogue.nl publishing and reproducing the Advertising Material supplied by the Advertiser, including the music used in it;
- (e) it is authorised to publish or reproduce the Advertising Material, including the music used in it, or to arrange to have it published or reproduced, without this leading to levies and/or fees that vogue.nl could have been responsible to pay (had the provisions of these General Advertising Terms & Conditions not applied) or to levies and/or fees for other organisations that could have been recovered from vogue.nl (had the provisions of these General Advertising Terms & Conditions not applied);
- (vi) the Advertiser acts in full compliance with all applicable laws and/or regulations, codes of conduct and any other form of self-regulation including the Dutch Media Act, European regulations and directives, advertising codes and the Kijkwijzer ratings system (NICAM) and that it is in the possession of all required rights, licenses, registrations, permits and permissions. The Advertiser also complies to all further rules set by vogue.nl, and fully complies with these General Advertising Terms and Conditions.

**17.3** If and to the extent that the Advertiser uses Cookies, the Advertiser guarantees that it, as well as its client(s) and/or third party/parties it has engaged, comply with all relevant laws and regulations, including (but not limited to) the General Data Protection Regulation (GDPR), the Dutch Data Protection Implementation Act, and the Dutch Telecommunications Act.

**17.4** The Advertiser indemnifies vogue.nl, as well as any third parties working for vogue.nl, in and out of court against all losses and/or (alleged) claims of third parties in connection with or resulting from:

- (a) the use of the Services by the Advertiser; and
- (b) the acts and/or omissions of the Advertiser that are in breach of the provisions of the Contract and/or these General Advertising Terms and Conditions;
- (c) any third-party claims relating to a breach of the guarantees set out in these General Advertising Terms and Conditions. The Advertiser must also fully compensate all damage, fines/penalties and costs (including costs of legal incurrence) that vogue.nl incurs because of an actual or potential breach of the above warranties and vogue.nl's defence against established or alleged third-party claims. This indemnification and compensation apply, among other things, to any claims by regulators such as the Dutch DPA (Autoriteit Persoonsgegevens), the Authority for Consumers & Markets (ACM) and the Dutch Advertising Code Authority (Stichting Reclame Code) and third parties in connection with infringements or alleged infringements of the copyright of these third parties, including the European Central Bank in relation to banknotes.

**17.5** If the Advertiser uses music that it supplies in the Advertising Material, it warrants that it (a) has the necessary consent from third parties (including from copyright and neighbouring rights holders) to use and synchronise that music and its fixation (including reproduction) in the Advertising Material and to reproduce and publish the Advertising Material (with that music and its fixation, including reproduction) or to arrange for it to be reproduced and published, (b) has paid all fees due to third parties (including to copyright and neighbouring rights holders) in relation to the publication, reproduction and synchronisation of the music (and its fixation, including reproduction). The Advertisers must ensure that all relevant data relating to the music is delivered to the responsible CMOs (collective management organisations, such as BUMA/STEMRA and SENA) directly, without vogue.nl's involvement, correctly and on time. The Other Party fully indemnifies vogue.nl against any established or alleged third-party claims (including by CMOs such as BUMA/STEMRA and SENA) in relation to the warranties set out in this Clause 17.5. Advertiser must also fully compensate all damage, fines/penalties and costs (including the costs of legal assistance) that vogue.nl incurs because of an actual or potential breach of the warranties mentioned in this Clause 17.5 and vogue.nl's defence against established or alleged third-party claims.

**17.6** The Advertiser must inform vogue.nl timely of any laws and/or regulations that specifically apply to the Advertiser's branch and/or products, such as specific advertising codes or codes of conduct.

**17.7** If the Advertisement provided contains a competition or reference to a competition organised



by the Advertiser that is categorised as a game of chance, the Advertiser must comply with the applicable laws and regulations, including the Dutch Gambling Act (Wet op de Kansspelen) and the Dutch Promotional Gaming Code (Gedragscode Promotie Kansspelen). If the Advertiser makes prizes available for the purposes of the competition, the Advertiser is fully responsible for the correct and timely payment of the prizes to the prize-winners. Any gambling tax and non-deductible advance tax on VAT in connection with gambling games is for the account of the Advertiser and the Advertiser indemnifies vogue.nl against any claims in this respect.

**17.8** If a third party acts on behalf of the Advertiser or other representative, this third party warrants to vogue.nl the fulfilment of the obligations set out in the Contract and these General Advertising Terms and Conditions by such Advertiser or represented party.

## 18. ASSIGNABILITY OF RIGHTS

**18.1** The Advertiser is not permitted to transfer or assign the rights and obligations under the Agreement, or from the preceding negotiations, in whole or in part, to third parties, without prior written permission from vogue.nl. vogue.nl may attach conditions to its permission.

**18.2** If the Advertiser wishes to change to a different Agency, it shall timely and in writing request vogue.nl's consent thereto. vogue.nl is entitled to attach conditions to such consent. As a condition the new Agency must at least accept the rights and obligations under these General Advertising Terms & Conditions.

**18.3** vogue.nl may assign the Agreement to a third party or to a company belonging to the vogue.nl group as referred to in article 2:24b of the Dutch Civil Code, without the consent of the Advertiser.

**18.4** vogue.nl shall be entitled to terminate the Agreement in the event of an acquisition or change of control ("Change of Control") on its part, either at the level of the (ultimate) parent company or the operating company that is a party to the Agreement. Upon lawful termination as a result of a Change of Control, the Agreement shall be terminated on the date specified by vogue.nl. Following termination, all rights, duties and obligations of vogue.nl and the Advertiser shall remain in effect until the termination date.

## 19. OTHER PROVISIONS

**19.1** vogue.nl may, at its own discretion, engage third parties for the performance of the Services.

**19.2** Unless explicitly agreed otherwise, the Advertiser is not entitled to exclusivity (including branch exclusivity) with respect to the products or services offered by means of the Advertisements. vogue.nl is free to accept and place third-party Advertisements at its discretion.

**19.3** The Advertiser is aware that vogue.nl is editorially independent with respect to the content of the Programmes and is therefore entitled at all times to give binding instructions with respect to the editing of

the Programmes it publishes.

**19.4** In all cases where provisions are not made in these General Advertising Terms and Conditions, vogue.nl will decide, taking into account the reasonable interests of the Advertiser.

## 20. APPLICABLE LAW AND COMPETENT COURT

**20.1** These General Advertising Terms and Conditions and all Contracts concluded between vogue.nl and the Advertiser are governed exclusively by the law of the Netherlands.

**20.2** All disputes arising from the Contract and/or the General Advertising Terms and Conditions will, if no amicable resolution can be reached between vogue.nl and the Advertiser, be submitted to the competent court in Amsterdam, the Netherlands.

*These General Advertising Terms and Conditions were most recently amended on 30 December 2024.*