



GENERAL TERMS AND CONDITIONS

ISEARD MEDIA

ARTICLE 1: DEFINITIONS

- 1.1. Iseard Media: the general partnership Iseard Media, having its registered office in Wassenaar and registered with the Chamber of Commerce under file number 71459200.
- 1.2. Customer: the natural or legal person that has entered into an agreement with Iseard Media and works from their profession or business.
- 1.3. General terms and conditions: the term 'general terms and conditions' is understood to mean all provisions included hereinafter.
- 1.4. Services: all services performed by Iseard Media for the customer. This includes but is not limited to: supporting and guiding companies and organisations in developing marketing strategies, brand development, digital marketing, online advertising, digital marketing dashboards, search engine optimisation, branding, graphic design, web design, web development, hosting and technical maintenance, print guidance and marketing training and workshops.
- 1.5. Agreement: the agreement between Iseard Media and the customer under which Iseard Media will perform the service.
- 1.6. Information/data: all information or data originating from the customer.
- 1.7. In writing: by letter, e-mail and digital messages.
- 1.8. Confidential information: all financial, business and personal data entered, processed and stored by the customer and/or Iseard Media.
- 1.9. Website: www.iseard.media.

ARTICLE 2. SCOPE

- 2.1. These general terms and conditions apply to all quotations made, offers issued, agreements entered into, services provided, and other acts performed, and invoices issued by Iseard Media, unless otherwise agreed in writing.
- 2.2. By e-mailing agreement, and agreeing explicitly, the customer declares they have taken note of these general terms and conditions and agree to their content.
- 2.3. If there are any discrepancies between provisions in these general terms and conditions and provisions in a signed agreement, the provisions in the agreement will prevail over the provisions in these general terms and conditions.
- 2.4. These general terms and conditions also apply to acts and/or work performed by third parties hired by Iseard Media to perform the work under this agreement.
- 2.5. The applicability of the customer's general terms and conditions and/or purchase conditions is explicitly rejected. Therefore, no conditions apply to the agreement entered into.
- 2.6. Iseard Media will be entitled to amend the general terms and conditions at any time, including for existing agreements.
- 2.7. If Iseard Media amends the general terms and conditions, Iseard Media will notify the customer both by email and also through any online account of the customer.
- 2.8. In the event of an amendment to the general terms and conditions, the customer may terminate the agreement from the moment the new general terms and conditions become valid or up to a maximum

of seven (7) days after the new general terms and conditions take effect.

2.9. Iseard Media and the customer will agree on a new provision to replace the void provision. Here, the object and purport of the void provision must be kept in mind.

ARTICLE 3. OFFER

3.1. If an offer from Iseard Media has a limited period of validity, this will be clearly stated in the offer. If no deadline is specified, the offer will be valid until 14 days from the date on which the offer was made. If the customer does not accept the offer within those 14 days, the offer expires. In addition, the offer is subject to availability.

3.2. As long as the customer has not accepted the offer within the said period, Iseard Media may revoke or change the offer and the corresponding rates.

3.3. In the offer, Iseard Media states what service is offered, which fixed (project) rate and/or if the usual hourly rate with an estimated number of hours rate applies. Any additional costs, including travel expenses and/or travel time and expenses for software and/or licences will also be stated, if possible. No rights can be derived from the estimation of the number of hours.

3.4. If it turns out that the customer has provided incorrect and/or incomplete details when requesting the offer, Iseard Media may adjust the rates and additional conditions.

3.5. The offer and/or the special promotions do not automatically apply to follow-up orders.

3.6. The offer contains a complete description of the services offered, the description is sufficiently detailed to allow the customer to properly assess the offer.

3.7. Iseard Media may charge the customer a down payment of 50% of the agreed rate. Work will not start until the payment is made. Unless otherwise agreed, the remaining amount will be invoiced to the customer in one instalment.

3.8. Iseard Media may change the rates before the term. If the rates of the agreed services are increased after the agreement was concluded, the customer may cancel the agreement as of the date on which the price

increase takes effect. Price increases by statutory arrangements or provisions are hereby excluded.

3.9. If the customer has signed a maintenance subscription with Iseard Media, and Iseard Media increases the rates by a percentage equal to the increase of the CBS price index, the customer cannot terminate the agreement early.

3.10. Anything provided to the customer outside the offer is considered additional work and may be charged as such.

3.11. Iseard Media will not be held to the offer when the customer could have reasonably understood that the offer, or any part thereof, contains an obvious mistake, a manifest clerical error or typing error.

3.12. Unless otherwise agreed, there will be opportunity for 3 rounds of correction to provide feedback to Iseard Media during one order. Feedback may be provided within the scope of the offer, provided that it does not lead to a change in the order. Feedback must be provided to Iseard Media within 7 days.

3.13. In the event of a change to the order, feedback provided later than 7 days or the customer requesting an extra correction round, Iseard Media will charge the customer additional work. Feedback that leads to a change to the order will also be charged at the Iseard Media's hourly rate applicable at the time.

3.14. The costs for the use of the designated website, links, software, plug-ins and e-mail marketing systems, the necessary licences and advertising (the media and/or advertising budget) are not included in the offer. These costs are for the customer's own account and are therefore not invoiced by Iseard Media unless expressly agreed.

ARTICLE 4. AGREEMENT, ADDITIONAL WORK, TERMINATION, CANCELLATION AND CANCELLATION

4.1. The agreement becomes effective from the moment the customer sends Iseard Media their agreement via e-mail or accepts an offer digitally through an invoicing programme. Amendments to concluded agreements can only be made in writing and

are not valid until accepted by Iseard Media and the customer.

4.2. Having concluded the agreement, Iseard Media will start the work within the agreed timeframe. If the customer has accepted the offer electronically, Iseard Media will confirm the acceptance of the offer. As long as Iseard Media has not confirmed the acceptance, the customer may terminate the agreement free of charge.

4.3. Iseard Media may have certain work carried out by third parties or be supported by third parties without having to notify the customer in advance.

4.4. If Iseard Media has to carry out more work than agreed in the offer due to unforeseen circumstances, which were not known at the time the offer was made, Iseard Media may charge additional work to the customer for the resulting additional costs.

4.5. If the time of delivery changes due to additional work, Iseard Media will inform the customer as soon as possible.

4.6. If the customer wishes to terminate an agreement early, this will only be possible in writing and the customer will be obliged to pay compensation of a minimum of 30% of the agreed rate for the work already carried out. This may be increased by 20% of the outstanding sum.

4.7. If the customer wishes to cancel an agreement before the start of the work, they can only do so in writing and the customer will be obliged to pay a compensation of 30% of the agreed rate.

4.8. In addition to Articles 4.6 and 4.7, the customer is in any case obliged to compensate any loss suffered, lost profits and/or the costs already incurred for materials purchased and/or third parties hired.

4.9. If the customer wishes to cancel a single marketing strategy session, they can only do so in writing and the customer is obliged to pay a fee for the reserved time:

- cancellation up to 14 days: 30% of the amount agreed in the offer;
- cancellation up within 14 days: 50% of the amount agreed in the offer;
- cancellation up within 7 days: 75% of the amount agreed in the offer;

- cancellation within 48 hours before the start of the session or if the customer is not present at the agreed time for the session, 100% of the agreed amount will be charged.

4.10. The offer accepted by the customer, any contract concluded and these general terms and conditions together constitute the complete representation of the rights and obligations of both parties and replace all previous written and oral agreements.

4.11. When the offer has been agreed to, the agreed work will have to start within 6 months. If the customer fails to give Iseard Media the opportunity to start work within 6 months, Iseard Media will be entitled to terminate the order unilaterally. The down payment is not refunded to the customer and the remaining payment will be forfeited.

4.12. In addition to Article 4.11, Iseard Media will remind the customer to provide the required input no more than 6 times during the order. If the customer does not comply, Iseard Media will be entitled to end the order without the customer's agreement.

ARTICLE 5. EXECUTION OF THE AGREEMENT

5.1. Each agreement between Iseard Media and the customer is a best-efforts obligation whereby Iseard Media will perform the obligations to the best of its ability and understanding, with due care and skill. However, Iseard Media cannot be held responsible if the result does not meet the customer's expectations.

5.2. Iseard Media will ensure that (confidential) information provided by the customer to Iseard Media is secured in such a way that such information is not available to unauthorised persons.

5.3. In some cases, Iseard Media is authorised to have its name placed in or on the products delivered and/or the services provided. The customer is not allowed to remove this name, unless otherwise agreed.

5.4. In addition to Article 5.3, Iseard Media is also authorised to publish the customer's details (name and company name) on its website and/or social media channels for promotional purposes, for example for a portfolio or references.

5.5. The customer is obliged to make available to Iseard Media all information necessary for the performance of the work, such as personal and company data and information on or in respect of the work to be performed, and such relevant information as requested by Iseard Media, in a timely manner. The customer is responsible for the accuracy, completeness and reliability of this data, even if it comes from third parties. In addition, if required, the customer must have a valid licence for use.

5.6. The customer indemnifies Iseard Media against all third-party claims in respect of the valid user licence referred to in Article 5.5.

5.7. If the customer does not, or not promptly, provide the information in Article 5.5 and the performance of the work is delayed as a result, the resulting additional costs will be borne by the customer. In addition, Iseard Media may unilaterally decide to suspend performance of the work until the data is received by Iseard Media.

5.8. Iseard Media reserves the right to deliver non-editable files to the customer. The customer may not make any changes to the delivered files as delivered by Iseard Media.

5.9. Iseard Media will work with its customer for the order mainly online or on its own location. If the customer expresses the wish to work or have consultations on site, an appointment can be scheduled in consultation with Iseard Media. Any costs for reservation/use of this external location will be borne by the customer.

5.10. Iseard Media reserves the right, in the event that the customer provides content that is discriminatory, pornographic, insulting or threatening, to refuse the order and to dissolve the agreement immediately.

5.11. Iseard Media will keep the customer informed of the work and the performance of the services, as far as necessary.

5.12. Iseard Media reserves the right to use anonymized data, designs, or deliverables created as part of the agreement for promotional purposes, including but not limited to portfolios, case studies, and social media. The client may request in writing to exclude specific materials or data from being used in this manner, provided that such a

request does not unreasonably restrict Iseard Media's ability to showcase its work.

5.13. If it is necessary for the performance of the order for a third party to join Iseard Media, this third party will only be appointed after consultation with the customer.

5.14. Iseard Media will not be liable for errors and/or defects in products and/or services of third parties engaged by or on behalf of the customer, regardless of whether they were introduced to the customer by Iseard Media. The customer must deal with complaints regarding errors and/or defects with the third party itself.

5.15. Existing logos and/or other files serving as the basis for the execution of the order must be provided in appropriate file formats so that Iseard Media can carry out the work.

5.16. If Iseard Media has agreed with the customer that Iseard Media will charge a media and/or advertising budget, this amount will be invoiced to the customer prior to the start of the campaign. After payment of the full invoice, Iseard Media will start the campaign. The media and/or advertising budget will be charged separately from the hours worked.

ARTICLE 6. THE CUSTOMER'S RIGHTS AND OBLIGATIONS

6.1. The customer must comply with the provisions as set out in these general terms and conditions.

6.2. The customer is obliged to notify Iseard Media of any changes in the data mentioned in Article 5.5.

6.3. The customer is obliged to report complaints about the services and/or products provided by Iseard Media to Iseard Media as soon as possible, but no later than 14 days after delivery of the work or the digital files. Iseard Media aims to respond to the complaint within 5 working days.

6.4. The customer is obliged to allow Iseard Media a reasonable period of time to remedy the complaint and/or the detected defect. Filing a complaint does not suspend the payment obligation.

6.5. The customer will indemnify Iseard Media against all legal claims arising from the services and/or products provided for the

duration of one year after provision of such services and/or products.

6.6. The customer must make its own back-up copies of all material and/or data Iseard Media requires to perform work. In the event of loss of such material and/or data, Iseard Media will not be liable for any loss or damage arising therefrom.

6.7. If Iseard Media shares login details, for example for the website, tools and/or systems, with the customer, the customer is responsible for these details. Iseard Media is not liable for misuse and/or loss of the login details and may assume that the customer is the one logging in using the login details shared with the customer.

6.8. There is no right of withdrawal as the customer is always a business customer.

6.9. The customer is obliged to approve the design and content created by Iseard Media. If there are any errors/inaccuracies in the design and/or content after the customer's approval, Iseard Media cannot be held liable for them.

6.10. The customer is not allowed to make, or have a third party make, any changes to the created website and the website components, without prior consultation with Iseard Media. If the customer or a third party nevertheless makes any changes, without prior consultation with Iseard Media, Iseard Media is not responsible for the consequences.

ARTICLE 7. DELIVERY AND DELIVERY TIME

7.1. The delivery time of Iseard Media may vary per order and will be determined in consultation with the customer. The delivery time specified by Iseard Media will commence after conclusion of the agreement and after receipt of all necessary data and/or materials from the customer. The customer will send the necessary information and/or materials within 14 working days of agreement to the offer.

7.2. A delivery time set by Iseard Media can never be considered as a deadline whose non-observance constitutes a default. Merely by exceeding a delivery time Iseard Media will not be in default by operation of law.

7.3. If the delivery time is exceeded by more than 30 days, the customer will only be

authorized to dissolve the agreement if Iseard Media attributably fails to perform the material obligations under the agreement, after a proper notice of default in writing containing as many details as possible and setting a reasonable term in which the failure to perform can be remedied.

7.4. The customer shall do whatever is necessary to enable Iseard Media to deliver in time, including by providing complete, correct and clear details in a timely manner as set forth in Article 5.5.

7.5. If the customer does not, or not promptly, provide Iseard Media with the required information, and the execution of the order is delayed as a result, the customer will be charged for the additional resulting costs. Neither is Iseard Media liable for delay in the execution of the order.

7.6. Subject to evidence to the contrary, Iseard Media will have met its obligation to deliver as soon as the goods or services provided by Iseard Media have been offered once to the purchaser.

7.7. Unless otherwise agreed the order contains only the components included in the offer. Offers by default exclude suitable hosting, domain name registration and media and advertising budget.

7.8. If the customer did not opt for an all-in-one package, including maintenance, the customer will be responsible for performing updates and making back-ups.

7.9. Printed matter is not delivered at weekends and on officially recognised public holidays such as announced holidays, New Year's Day, Easter, Whitsun, Ascension Day, Good Friday, King's Day and Christmas. Days on which Iseard Media does not deliver are reported to the customer via social media and e-mail.

7.10. If delivery by PostNL/DHL is unexpectedly delayed, Iseard Media applies a waiting period of 10 days. Within this period, Iseard Media shall investigate the delivery with the supplier and possibly PostNL and/or DHL and inform the customer as soon as possible about updates in the relevant situation.

7.11. Products or services provided by Iseard Media are solely for the use as agreed in the offer. The products delivered may not be used

for commercial purposes or for purposes other than those initially agreed in the offer.

7.12. A preview via PDF per e-mail and digital previews are sometimes not equal in colour to the printed matter. Errors in/on printed matter which arise after the customer's approval cannot be attributed to Iseard Media. Iseard Media will hold the supplier of the printed matter liable for this.

7.13. The customer agrees that discolouration of the paper and/or ink may occur in the course of time, that colour differences may occur within one print run and that, if printed matter contains hand-made illustrations, minimal differences may occur in format and colour.

ARTICLE 8. PAYMENT

8.1. Once the offer is accepted by the customer, the obligation to pay the agreed rate also arises.

8.2. Invoices must be paid within 14 calendar days from the invoice date, unless other arrangements have been made or the invoice specifies a different payment term.

8.3. Invoices in respect of single marketing strategy sessions must be paid before the start of the session.

8.4. Iseard Media offers customers the option to pay in pre-agreed instalments. If the instalments are overdue, Iseard Media is authorised to postpone the work and/or take the website offline and/or deactivate the marketing campaigns until the arrears are cleared.

8.5. If payment is made by direct debit but the direct debit turns out to be uncollectable, for example due to insufficient balance in the customer's account or an incorrect account number provided by the customer or a fund reversal, the customer will owe € 15.00 in administration costs for each unsuccessful direct debit.

8.6. If the customer does not fulfil the payment obligation in time, the customer will be in default by operation of law without further notice of default being required.

8.7. In case of an overdue payment, in addition to the amount due plus the statutory (commercial) interest rate, the customer will be obliged to pay full compensation for both

extrajudicial and judicial collection costs amounting to at least 15% of the invoice amount, with a minimum of €150.

8.8. In the event of winding-up, bankruptcy, attachment, suspension of payments or death on the part of the customer, Iseard Media's claims will be immediately due and payable.

8.9. In addition to Article 8.8, Iseard Media will have the right to terminate or suspend the performance of the work or the part thereof not yet performed without notice of default or judicial intervention, without the customer being entitled to compensation of damages incurred as a result.

8.10. The customer can notify Iseard Media in writing of any objections to any invoices sent by Iseard Media no later than 5 days after the invoice date. Upon receipt of the objection, Iseard Media will investigate the accuracy of the invoice amount. Objections to the invoices sent do not suspend the customer's payment obligation.

ARTICLE 9. RETENTION OF TITLE & INTELLECTUAL PROPERTY

9.1. All intellectual property rights in all services, products, documentation and/or materials provided are vested in Iseard Media unless otherwise agreed. Under no circumstances will the customer be allowed to multiply, resell, disclose and/or make available to third parties the services, products, presets, documentation and/or materials provided, unless otherwise agreed in writing.

9.2. The intellectual property rights in products of the human mind developed by Iseard Media are and will remain the exclusive property of Iseard Media, unless these rights are redeemed or agreement is reached otherwise.

9.3. Iseard Media is not responsible for information and/or content shared or made available to Iseard Media through the customer. If the information and/or content provided by the customer in any way infringes third-party rights and/or violates applicable laws and regulations, the customer will indemnify Iseard Media against any claims for

compensation that third parties may make as a result of the customer's actions.

9.4. Any act contrary to this Article will be considered as copyright infringement, whereby Iseard Media will be entitled to compensation to at least twice the license fee Iseard Media charges for such use without losing its right to any compensation of damages.

9.5. After delivery of the graphical designs and/or the website, the customer receives an exclusive and non-transferable licence to its use. The licence is for normal use and excludes any editing of the delivered files. Also, the licence does not cover the use of the source file; the customer will not be granted access to the source and/or the editing file.

9.6. The client is solely responsible for ensuring that all data, content, or materials provided to Iseard Media comply with applicable laws and regulations, including but not limited to intellectual property, data protection (e.g., GDPR), and advertising standards. The client must obtain all necessary consents, permissions, and licenses for the use of such data or materials. Iseard Media will not be held liable for any violations resulting from the client's failure to comply with these obligations.

ARTICLE 10. LIABILITY

10.1. The customer is and always remains responsible for carrying out or applying any knowledge, actions and/or advice provided and/or given by Iseard Media while performing the work.

10.2. In the event that Iseard Media is in any way held liable to pay damages, any liability will be limited to compensation for direct loss or damage not exceeding twice the agreed rate for the services in question. In the event of a continuing performance agreement, liability will be limited to a maximum of twice the amount of invoices paid by the customer in the period the damage occurred. In no event shall Iseard Media be liable for damages exceeding the total amount of €25,000.

10.3. The customer is not entitled to compensation until the customer has notified Iseard Media of the attributable failure to

perform and/or wrongful conduct towards the customer by means of a notice of default. In the notice of default, the customer must give Iseard Media a reasonable period of time to remedy the failure to perform and/or to perform at a later date. Only if Iseard Media has failed to remedy and/or perform may the customer be entitled to compensation. If performance and/or recovery is permanently impossible, the requirement of a notice of default does not apply.

10.4. In addition to Article 10.2, Iseard Media is only liable for direct damage such as the reasonable costs incurred to determine the cause and extent of the damage, any reasonable costs incurred by the customer to have the damage repaired and reasonable costs incurred to prevent or limit the damage insofar as the customer can demonstrate that these costs have resulted in limiting direct damage as referred to in this Article.

10.5. Iseard Media is not liable for any loss or damage arising from this agreement, except for situations where the loss or damage is due to wilful misconduct or gross negligence on the part of Iseard Media or where Iseard Media relied on incorrect or incomplete information provided by or on behalf of the customer.

10.6. In any event, Iseard Media will never be liable for indirect or consequential damage such as loss due to missed savings, lost profits or costs for legal assistance, loss of customers, loss due to repair costs or business interruption and for damage caused by loss of the data in Article 5.5 when performing the work.

10.7. The customer indemnifies Iseard Media against all third-party claims, including costs, which are in any way related to work performed by Iseard Media under the agreement.

10.8. Iseard Media is never liable for the way in which the customer has received the information.

10.9. At all times, Iseard Media will be entitled to refuse an order if it contains discriminating, pornographic, insulting or threatening content.

10.9. Iseard Media is not responsible for the supply and/or accuracy of required legal documents.

10.10. Iseard Media provides its services on a best-efforts basis and does not guarantee specific results or performance. This includes, but is not limited to, online advertising campaigns, website performance, digital marketing dashboards, or hosting services. While Iseard Media commits to performing its obligations professionally and to the best of its abilities, the outcomes of its services may be influenced by factors beyond its control, such as market conditions, third-party platform changes, client-provided data or materials, and technical limitations. The client acknowledges and accepts this limitation unless otherwise explicitly agreed in writing.

ARTICLE 11. INTERRUPTION OF SERVICES AND FORCE MAJEURE

11.1. Iseard Media will not be bound by the obligation to perform the work if performance has become impossible due to force majeure. Force majeure is understood to mean a situation over which the parties cannot reasonably exercise any control such as illness, a pandemic, accidents, fire, disruption of operations and government measures.

11.2. If a situation as mentioned in Article 11.1 arises, or other circumstances occur that result in the work not being carried out temporarily, the obligations will be suspended for as long as the parties cannot fulfil their obligations. In such a situation, the parties will seek a solution together. If the force majeure has lasted more than 90 days, both parties are authorised to terminate the agreement in writing. Any costs and hours worked until that moment will become immediately due and payable.

11.3. In carrying out the work, Iseard Media depends in some cases on the cooperation, services and supplies of third parties over which Iseard Media has no control. Therefore, Iseard Media cannot be held liable for damages in case of a situation where the damage is attributable to a third party with whom Iseard Media has entered into an agreement.

11.4. As the customer is a corporate customer, the parties are obliged to reschedule the work and the payment obligation remains intact.

ARTICLE 12. TERM OF THE AGREEMENT AND TERMINATION AND CANCELLATION

12.1. The agreement is entered into for a fixed term, except if the offer indicates otherwise or the parties have expressly agreed otherwise in writing.

12.2. The client may terminate the agreement at any time for convenience by providing one (1) month's written notice to Iseard Media. In the event of termination for convenience, the client shall pay:

- a) all fees for work completed up to the termination date, calculated based on the agreed fee structure (e.g., hourly, monthly, or project-based);
- b) any non-recoverable costs incurred by Iseard Media directly related to the agreement; and
- c) an early termination fee equal to the greater of:

- i. three (3) months' equivalent payment based on the agreed monthly fee or estimated hours, or
- ii. thirty percent (30%) of the remaining contract value, whichever is applicable to the fee structure set forth in the agreement.

This termination fee compensates Iseard Media for the reallocation of resources and lost income. Upon termination, Iseard Media will provide a breakdown of fees and costs owed, which must be settled within fourteen (14) days of the invoice date.

12.3. The two parties may only terminate the agreement if the other party fails to fulfil its obligations after a proper written notice of default. In any case, a reasonable time must have been given to remedy the failure.

12.4. By way of exception to Article 12.3, Iseard Media may terminate the agreement in whole or in part with immediate effect without notice of default and without court intervention by giving written notice if a compelling reason arises, which in any event includes that:

- suspension of payment has been granted to the customer;
- the customer's bankruptcy has been declared;

- there is a suspicion that the customer cannot (continue to) meet the payment obligation and there are recurring payment problems;
- the customer acts contrary to public order, morality and/or laws and regulations;
- the customer infringes the rights of third parties;
- the customer acts in breach of an obligation arising from the agreement;
- the customer fails to respond to correspondence by e-mail, telephone and/or in writing, whether or not by registered mail and ignores to reasonable directives and/or instructions from Iseard Media;
- Iseard Media has indications and/or (new) facts and circumstances that Iseard Media cannot or no longer commit itself to the best of its ability, e.g. because of a breach of trust with the customer, to perform the work.

12.5. If the agreement is terminated due to a situation in Article 12.4, Iseard Media will refund the remaining amount for the work to the customer, but it will never be obliged to pay any compensation to the customer.

12.6. If Iseard Media has already received payments relating to the work at the time of termination as referred to in this Article, such payments will not be retroactively refunded. In addition, amounts invoiced by Iseard Media to the customer before termination still remain due and become immediately payable at the time of termination.

ARTICLE 13. MAINTENANCE AND ADVERTISING ACCOUNT MANAGEMENT SUBSCRIPTIONS

13.1. Iseard Media offers several subscriptions at an annual fixed rate. The customer can apply for and take out a subscription via e-mail.

13.2 The subscription has a minimum term of 12 months and will be invoiced annually in arrears, unless stated otherwise. After that, the subscription can be cancelled at the end of the subscription period, subject to one month's notice.

13.3. The subscription will be automatically renewed for the term for which it was initially

concluded, unless timely notice of termination is given with due observance of the notice period.

13.4. In the event of partial acceptance or premature termination by the customer, there will be no refund of the invoice. Upon early termination of a subscription the customer remains fully bound to pay the entire sum agreed with regard to the subscription.

ARTICLE 14. PRINTED MATERIAL AND GRAPHICAL FILES

14.1. The customer is ultimately responsible for the correctness of the data. Iseard Media presents the printed matter to the customer for inspection before giving the order to print. After the customer has approved of the printed matter, Iseard Media is not responsible for errors and/or inaccuracies in the printed matter that were visible in the digital proof.

14.2. Iseard Media is not liable for colour deviations on non-calibrated monitors.

14.3. Models, colours, materials, sizes and finishes are indicative only. Deviations therefrom cannot constitute grounds for rejection, discount, dissolution of the agreement or compensation for damages.

Iseard Media does, however, make an effort to solve problems/complaints in connection with printed materials as best as possible.

14.4. If the customer requires a proof, this will be at the customer's expense and will be charged as additional work.

14.5. Existing logos and/or other files serving as the basis for the execution of the order must be provided in appropriate file formats so that Iseard Media can carry out the work.

ARTICLE 15. SOFTWARE, LICENCES, BACK-UPS AND DOMAIN NAMES WITH WEBSITE DESIGN

15.1. Iseard Media is not liable for the use or operation of software, plug-ins, themes, or applications installed on the website. The responsibility of their operation is with the developer of the software, plug-ins etc. In addition, the customer is responsible for updating the website, plug-ins and themes so that they continue to function and do not cause problems to the website. This provision lapses once the customer has taken out a maintenance subscription.

15.2. If necessary, the customer will receive sub-licences for the use of plug-ins installed by Iseard Media on the website upon delivery of the services. These sub-licences will be valid for the duration of the agreement between Iseard Media and the customer. Upon or after the end of the agreement, these sub-licences will expire.

15.3. Iseard Media is not obliged to back up the existing website and/or the information supplied by the customer. Therefore, it is the customer's responsibility back-up the stored information Iseard Media has access to.

Iseard Media does not accept any liability for the loss of information. This provision lapses once the customer has taken out a maintenance subscription, unless there is force majeure within the meaning of Article 11.

15.3. Application, assignment and possible use of a domain name will depend on and be subject to the prevailing rules and procedures of the relevant registering authorities, including the Stichting Internet Domeinregistratie Nederland (Foundation for Internet Domain Registration in the Netherlands). The relevant authority decides on the assignment of a domain name. Iseard Media only plays an intermediary role in the application and does not guarantee that an application will be honoured.

15.4. The customer can only learn the fact of registration from the confirmation letter from Iseard Media, which states that the requested domain name has been registered. An invoice for registration fees is not a confirmation of registration.

15.5. In principle, domain names are registered in the name of Iseard Media. Consequently, the customer remains fully responsible for the use of the domain and the domain name. The customer will indemnify Iseard Media against any claim by third parties in connection with the use of the domain name, even if Iseard Media did not act as an intermediary in obtaining the domain name.

15.6. If the customer requests Iseard Media not to register the domain name in the customer's name, the customer will indemnify Iseard Media against any claim by third parties in connection with the use of the domain name.

15.7. Iseard Media will give the customer the opportunity to renew the web hosting and/or domain registration annually. If the customer does not wish to renew, the webhosting and/or domain must be relocated to the new hosting party within 5 working days.

15.8. In case of relocation of the website and web hosting to the new hosting party, the customer and the new hosting party are responsible for the relocation. Iseard Media provides the relocation details to the customer and will do its utmost to ensure an as smooth as possible relocation.

15.9. In the event of force majeure within the meaning of Article 11, and in particular in the event of the dissolution of Iseard Media through death, appropriate measures have been taken with an external party to ensure the transfer of website, web hosting and domain names.

15.10. Iseard Media accepts no liability for fonts, licences, plug-ins, software, stock photos and/or other content provided by the customer, but for which the customer cannot show a valid licence for use.

15.11. Iseard Media is not liable for disruptions, outages, or changes caused by third-party platforms, tools, or services that are necessary for the execution of the agreed work. This includes, but is not limited to, advertising platforms, social media, hosting services, or software providers. The client acknowledges that the availability and functionality of such platforms are beyond Iseard Media's control, and Iseard Media makes no guarantees regarding their performance or uptime.

ARTICLE 16. WEBHOSTING

16.1. If it has been agreed that Iseard Media will provide web hosting services for the customer in any form whatsoever (shared hosting, wordpress hosting, vps hosting, dedicated hosting, co-location, etc), the provisions of this article will also apply.

16.2. The customer is not allowed to publish or offer any information via (the servers of) Iseard Media that in any way violates applicable laws or regulations in the Netherlands. This certainly includes, but is not limited to, any information that:

- infringes on intellectual property;

- is libellous;
- threatening;
- insulting;
- racist;
- contains hate speech;
- is discriminatory;
- contains pornography or child pornography;
- violates the privacy of third parties or;
- refer to such information on third-party websites.

16.3. Iseard Media is at all time entitled to report to the authorities that the customer makes information available of which the possession or distribution is punishable. Iseard Media is then entitled and possibly obliged to provide the enforcement authority with information about the customer as part of an investigation.

16.4. If the customer repeatedly makes information available via Iseard Media's servers that falls under the categories set out in Article 16.2 or is in any way contrary to any law or regulation, Iseard Media will be entitled to dissolve the agreement with the customer without the customer being entitled to a refund of any amounts paid. If Iseard Media still has any claims against the customer at the time of dissolution, under circumstances as described in this paragraph, these claims will become immediately due and payable.

16.5. In addition to the provisions of Article 16.2, the customer is not allowed to send spam from Iseard Media's servers. Neither is the Customer permitted to send newsletters from Iseard Media's servers that do not offer the recipient the opportunity to unsubscribe from the newsletter.

16.6. The customer shall behave in accordance with the provisions laid down in these general terms and conditions and in accordance with Netiquette as laid down in RFC1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>). The customer will also comply with future amendments of this Netiquette.

16.7. The customer is strictly prohibited from hindering other users of the services offered by Iseard Media or causing damage to Iseard Media's servers.

16.8. When the agreement is concluded, Iseard Media will inform the customer of the

maximum data traffic, disk space and other resources to be used. If the customer exceeds the agreed number of resources, Iseard Media will be entitled to interrupt the customer's web hosting services. The customer can switch to a package with more resources and resume the service in return for payment.

16.9. The concluded agreement relating to hosting has a minimum term of 1 year. After that, the subscription can be cancelled at the end of the subscription period, subject to one month's notice. If the customer does not indicate in time that it wishes to terminate the hosting agreement, the agreement will be extended by 12 months.

16.10. Iseard Media will make every effort to realise uninterrupted availability of its systems and networks and to realise access to data stored by Iseard Media, but it does not offer any guarantees in this respect, unless agreed otherwise.

ARTICLE 17. SPECIAL PROVISIONS FOR THE DIGITAL MARKETING DASHBOARD

17.1. Iseard Media offers various packages in the form of a subscription for the digital marketing dashboard. The customer can request the digital marketing dashboard via email. The customer's (marketing) data is made accessible with information from, among others, the website, social media channels, search engine results, email platforms, and ticketing systems.

17.2. It is the customer's responsibility to provide Iseard Media with the requested login details for the systems specified by Iseard Media in a timely manner to enable the setup of the dashboard.

17.3. The dashboard subscription has a minimum term of 12 months, with invoices issued monthly unless otherwise specified. Subsequently, the subscription can be terminated at the end of the subscription period, subject to a one-month notice period.

17.4. After the minimum term has ended, Iseard Media is entitled to increase the subscription rates. The customer may terminate the agreement as of the date the price increase takes effect. Price increases due to statutory regulations or provisions are excluded from this.

17.5. A one-time fee for setting up the dashboard will also be charged to the customer. The quotation will specify the amount of this fee and the systems to be configured.

17.6. Iseard Media uses software from a third-party provider for the dashboard to make the dashboard (and the information displayed within it) available to the customer. Iseard Media cannot guarantee that the software will always be accessible and accepts no liability for temporary unavailability of the dashboard.

17.7. At the end of each month, the customer will receive a report from the dashboard in PDF format.

17.8. In the event of partial usage or early termination by the customer, no refund of the invoice will be provided. In the case of early termination of a subscription, the customer remains fully liable for the payment of all amounts agreed upon regarding the subscription.

ARTICLE 18. OTHER PROVISIONS AND APPLICABLE LAW

18.1. If the customer includes provisions and/or conditions in the order that deviate from or do not appear in these terms and conditions, such provisions and/or conditions will only be binding if Iseard Media has expressly accepted such provisions and/or conditions in writing.

18.2. Iseard Media endeavours to take appropriate technical and organisational measures to secure the (personal) data against loss and/or against any form of unlawful use by third parties. See also the privacy statement for this purpose.

18.3. The parties are obliged to observe secrecy with respect to all confidential information obtained in relation to the agreement and the work. Information is confidential if so indicated by the other party or if it is apparent from the standards of reasonableness and fairness.

18.4. If Iseard Media deviates from the general conditions in favour of the customer, the customer cannot derive any rights therefrom.

18.5. Rights and obligations arising from the agreement can only be transferred from the

customer to another party if Iseard Media has given its written consent.

18.6. All agreements and these general terms and conditions are governed by Dutch law.

18.7. Parties will first try to resolve any disputes together before resorting to the courts.

18.8. All disputes will be settled by the competent court in the district in which Iseard Media is situated, except if a legal obligation stipulates otherwise.

18.9. All agreements and disputes are governed exclusively by Dutch law. By entering into this agreement, the client waives any rights or claims under the laws of their country that may conflict with these terms and conditions. All disputes will be resolved exclusively in the district court where Iseard Media is situated, regardless of the client's location. The applicability of foreign consumer protection laws is expressly excluded for business clients.

18.10. Iseard Media takes reasonable technical and organizational measures to protect data from unauthorized access, loss, or misuse. However, Iseard Media is not liable for damages resulting from cybersecurity incidents, data breaches, or other security issues caused by factors beyond its control, including but not limited to third-party service providers, platform vulnerabilities, or client actions. In the event of a suspected data breach, Iseard Media will notify the client as soon as reasonably possible and assist in mitigating the issue. The client is responsible for complying with all applicable data protection laws, including but not limited to GDPR, regarding the data they provide to Iseard Media.

version: January 2025