



General advertising conditions Crypto Confetti

These conditions consist of four parts:

I General

II Additional provisions regarding advertisements in print Media

III Additional provisions with respect to Advertisements in digital Media

I GENERAL

Article 1. Definitions

In these conditions, the following terms have the following meaning:

Advertiser: the natural or legal person who, either directly or indirectly, either through mediation or proxy to a third party (such as a Mediabureau), Ad space decreases from Crypto Confetti.

Advertisement: every (commercial or promotional) advertisement for the benefit of (a product or service of) the Advertiser.

Advertising contract: a contract between the Client and Crypto Confetti whereby the Client assumes the obligation with effect from the agreed date and for the agreed duration means of placing one or more Advertising Orders it agreed minimum volume of Ad Space.

Advertising material: the for the manufacture and publication of the Advertisement required material.

Advertising order: an order for placement of (one) advertisement (s), whether or not falling within an Advertising Contract.

Advertising Agreement: an Advertising Order or a Advertising contract, including these Terms and Conditions.

Advertising space: the agreed space, expressed in front of it concerning Newspaper standard units, which, on the basis of the Advertising Agreement for Advertisements of the Client is available.

Advertorial: an advertisement that resembles a form and content editorial, but which comes from or is sponsored by an Advertiser.

Cookie: every cookie, pixel or other similar technology with which information becomes available via an electronic communication network collected, information is stored in or accessed to information present in the peripherals of a user of the newspaper.

Influencer: a third person, such as a blogger or vlogger, who is Crypto Confetti commitment to publish an Advertorial on the platform of the Influencer.

Media agency: the natural or legal person acting professionally or businesslike for Advertisers, in the name of the Advertiser, either in their own name, enter into an Advertising Agreement with Crypto Confetti. An advertising agency can also be a Media Agency in the sense of these Terms are.

Newspaper: the communication medium used by Crypto Confetti for transfer of the Advertisement to the public.

Client: the person with whom Crypto Confetti a Entering an advertisement agreement.

Plus proposition: an attachment to an advertisement or to one Newspaper, such as an insert.

Closing time: the time and date as determined by Crypto Confetti, on which the Advertising Materials must be at Crypto Confetti delivered.

Crypto Confetti: Concetti Creativi B.V., as well as each of her operating companies and the subsidiary (s) of the latter, in so far as these Advertising Space sell under applicability of these Terms and Conditions.

Conditions: the current general advertising conditions.

Article 2. Applicability

1. Part I of these Terms and Conditions applies to, and makes an integral part of all Advertising Agreements be closed by or on behalf of the Crypto Confetti Media, unless these Terms and Conditions explicitly do not apply declared or other conditions apply explained.

2. Depending on the nature of the Advertisement and / or the nature of it In addition to Part I, Newspaper are also Parts II, III and / or IV of these Terms and Conditions apply to the Advertising agreement. In case of contradictions between one or more of the applicable parts prevails

the part with the highest number.

3. Any (general) conditions of the Client expressly does not apply.

4. In case of conflict between these Terms and the Advertising contract prevails the provisions in the Advertising agreement.

5. In case of contradiction, inconsistency or deviation between the Dutch and English text of the Conditions, prevails the Dutch text.

Article 3. Advertising agreements general

1. The Advertising Agreement only comes into being after written consent confirmation by Crypto Confetti to the Client, or by placement of the Advert of the Client.

2. The Client is liable for the fulfillment of all obligations arising from the Advertising Agreement.

The Client who in his own name but for the benefit of an Advertiser enters into an Advertising Agreement for compliance with the Advertising Agreement by the Advertiser.

3. If a Media Agency concludes an Advertising Agreement name and on behalf of an Advertiser, then it must Mediabureau at the request of Crypto Confetti to show that he is competent is to act on behalf of and on behalf of this Advertiser. If this can not be done to the satisfaction of Crypto Confetti the Media Agency is deemed to be on its own name and for own account as Client acted.

4. Advertising agreements that are settled on basis of the costs per thousand impressions (“CPM”) and for which it agreed number of impressions not within the agreed term will be - exclusively

if and in so far as not achieving the agreed number of impressions is the result of a reduction in range of the relevant Newspaper - in consultation with the Client:

a) Discontinued, in which case only the achieved CPM settled and the relevant Advertisement will be deleted;

b) Extended until the moment the number agreed CPM has been achieved, which can be decided to place the Advertisement on one or more others Media.

5. Advertising space can only be used (also) for the business units of an Advertiser of which this Advertiser at the time of creation of the Advertising Agreement directly or indirectly at least 50% of the shares hold and / or at least half of the control exercise.

Article 4. Advertising contracts

1. Without prejudice to the provisions of Article 3, paragraph 5, a Advertising contract only applies to Advertising orders on behalf of the Advertiser or, if the Client is a Media Agency for the benefit of the Advertiser for whom the Advertising Contract has been entered into.

2. An Advertising Contract is entered into for the duration of one year and starts on the date as mentioned in the Advertising contract, unless otherwise agreed in writing between Crypto Confetti and the Client.

3. With the exception of the cases referred to in Article 3, paragraph 4, if the Client does not receive the entire order after expiration of the term Used ad space, the remaining

Advertising space expires and can not claim on refund in cash, in Advertising space or in any way also. The Client can use the Advertising Space during the term of the Advertising Contract extended. Then Crypto Confetti and the Client come to that extension of applicable rate. This rate has

no retroactive effect with respect to already performed Advertising orders but only applies to afterwards places Advertisement (order) s.

5. An advertising contract ends automatically after the full one Advertising space is used or the agreed term has expired. Interim cancellation is not possible.

6. An advertising contract must be submitted prior to the first one placement or advertising order to be entered into. Unless with permission from Crypto Confetti is not possible loose Convert advertisement orders into one afterwards Advertising contract.

7. If the calculation basis of an Advertising Contract changes (for example minimally decreasing millimeters is minimum amount to spend or vice versa) Crypto Confetti is entitled terminate the Advertising Contract prematurely or to terminate to the new calculation basis.

Article 5. Advertisements

1. The Client is responsible for the contents of the

Advertisements offered.

2. Advertisements may not contain any statements that are in conflict with the law, other regulations (including Dutch Advertising Code), public order or morality, nor may the content thereof infringe on the (intellectual property) rights of third parties. The Client indemnifies Crypto Confetti both in and out of court for third-party claims and all or as a result of that by Crypto Confetti suffered or suffer damage.

3. Advertisements that are eligible for this provided with a valid KOAG / KAG stamp.

4. Crypto Confetti reserves the right for the content, form and format from Advertisements to your own discretion and to reasonableness change without the Client being entitled to compensation or refund of (a part of) the that Ad price.

5. Crypto Confetti has the right to place an Ad (order) without giving up to refuse reasons, without being in any way liable to the Client in any way.6. Crypto Confetti does not grant the Client any exclusivity, such as the products or services offered in the Advertisement, unless expressly agreed otherwise in writing. Crypto Confetti is free to accept third-party advertisements and place them at any location in the same Newspaper, unless expressly in writing, otherwise agreed.7. The preferences specified by the Client for a specific location within the Newspaper can only be honored on the basis of availability and subject to the condition that the Client meets the surcharge for the relevant place.8. Options on (specific) Advertising Space, Advertorials or Plus Propositions have a validity of two months, unless otherwise specified by Crypto Confetti. Crypto Confetti may shorten this term in the interim if a third party who wishes to take off the specific Advertising Space requests a third party. If the Client has not indicated in writing before the expiry of this period that they wish to make use of the option, this will automatically lapse.9. The Client must itself arrange for the payment of any license fees to entitled parties or their representatives, such as BUMA / STEMRA.

Article 6. Advertising material

1. The Advertising Material serves for the Closing Time and conform the (most recent) specifications published by Crypto Confetti are delivered to Crypto Confetti. The Client bears it risk of correct and timely delivery of it Advertising material, regardless of the way of shipping.

2. Crypto Confetti is entitled to Advertising that after the Closing time or not in accordance with the requirements mentioned in this article is supplied not to be published, or the publication of the additional costs involved to the Client account, without prejudice to the obligation of the Client to pay a in the opinion of Crypto Confetti reasonable amount, up to the full with the concerning Ad (order) amount involved.

3. Crypto Confetti will receive the Advertising Material with care treat, but is not liable for any damage, loss or otherwise unusable of the Advertising material.

4. The Client guarantees that it is delivered digitally Advertising material is safe and no viruses, Trojan contains horses, worms or other programs, which are only damage the computer systems, computer programs or Media from Crypto Confetti. The contractor also guarantees that he does not use the online delivery makes equipment and / or software that is normal operation of the Crypto Confetti Media can not disrupt, nor data sends by means of their size and / or properties the infrastructure of the Crypto Confetti Media is disproportionately heavy taxing.

5. Crypto Confetti strives for the delivered Advertising Material possible to display in the Newspaper. However, Crypto Confetti is possible do not guarantee exact reproduction and serve the Client to take account of pressure and color deviations.

6. Crypto Confetti does not guarantee the quality of the display of one Advertisement in the Newspaper.

7. Crypto Confetti is entitled to the Advertising Material upon completion of to destroy the Advertising Agreement or (if so of digital material).

8. All (intellectual) property rights on the by or on behalf of Crypto Confetti manufactured Adverts are held by Crypto Confetti.

9. Corrections are accepted and executed by Crypto Confetti if and in so far as this is reasonable in the opinion of Crypto Confetti is possible.

Article 7. Special provisions regarding Advertorials

1. At an Advertorial, the entry will be made at all times “Advertisement”, “Advertorial”, “#spon”, “#ad” or words of equal effect.

2. Advertorials are only accepted by Crypto Confetti if Crypto Confetti is in agreement with its contents. The placement of Advertorials may at any time and without giving reasons by Crypto Confetti be refused, without Crypto Confetti being liable in this matter be set by the Client.

3. The lay-out and typography of the Advertorial must be sufficient

to deviate from the (sheet) pattern and head and / or letter of letters the Newspaper, all this at the discretion of Crypto Confetti.

4. The sender or sponsor of the Advertorial must be clear to be mentioned.

5. The logo and the relevant product of the Client a packshot should be displayed clearly visible.

6. Advertorials produced by Crypto Confetti or an Influencer remain the property of Crypto Confetti or the relevant Influencer. It is the Client does not allow it to be used Advertising material without prior permission from Reuse Crypto Confetti for other media and / or other activities.

Article 8. Rates and payment

1. The amount due in connection with an Advertising Agreement amount is determined on the basis of the applicable rate card and any discounts. The right to change the rates of the rate card. This one change will be passed on to the Client respect of yet to be placed Advertisement (order) s. Crypto Confetti will such rate changes in writing to the Client Express.

3. All rates are exclusive of VAT, unless otherwise stated.

4. Payment of it in connection with an Advertising Agreement amount due must be paid within 7

calendar days after the invoice date, unless on the invoice a different payment term is stated. Settlement of any claim that the Client may have against Crypto Confetti is not

allowed without explicit permission from Crypto Confetti.

5. In case of electronic payment payment takes place in one secured banking environment of a third party. Crypto Confetti has this no influence and is therefore not responsible or liable for using or not being able to use these banking environment.

6. Invoicing of an Advertising Agreement takes place in the rule after each placement of an Ad. If placement takes place for a longer period, Crypto Confetti is entitled invoice at least twice a month. Crypto Confetti is entitled payment in advance and / or invoicing in parts. All associated costs will be borne by the Client.

7. The terms mentioned in this article are regarded as deadlines.

If not complete within the relevant period the amount due has been paid, the Client is responsible for legally in default and interest from the due date owed of 2% per month on the outstanding amount, where a part of a month is counted as the entire month. In the event of late payment, Crypto Confetti is also entitled to charge the Client administration costs bring.

8. In the case of the Client with regard to one or more time limits, Crypto Confetti is authorized to do so under the terms of the Advertising Agreement, as a result also all future installments, all of a sudden and in total requirements and to be recovered.

9. All ((extra) judicial) costs that are involved with the collection of the amount due will be for the account of the Client, with the extrajudicial costs incurred at least 15% of the principal sum due, increased with interest, with a minimum of € 40 classified ads and € 150 for other advertisements.

10. Complaints about an invoice must be submitted within two weeks at the latest invoice date in writing to Crypto Confetti in default whose claim expires. If the Client has a part of the invoice disputed, he is held it not disputed part in time to meet Crypto Confetti.

11. If the original amount is due by Crypto Confetti received after the time at which Crypto Confetti ((outside) judicial) If collection costs have been incurred, the amount received is first deducted from these collection costs, then on the interest owed, then on administration costs and up to lock on the original invoice amount.

12. The Advertiser remains with the Client at all times jointly and severally liable for payment of the payment pursuant to the Advertising Agreement payable to Crypto Confetti. activities.

Article 9. Cancellation of the Advertising Order

1. In case of cancellation of an Advertising Order by the Client is entitled to Crypto Confetti a reasonable opinion in his opinion to charge the Client to maximum the full with the relevant Advertisement (order) amount involved.

2. Cancellation must be made in writing at all times.

3. The costs incurred by Crypto Confetti in connection with specific requirements to the advertisement or in connection with a Plus proposition

in case of cancellation at all times fully at the expense of the contractor.

4. A cancellation under this article releases the Client not from his (other) obligations under of the Advertising Contract.

Article 10. Shortcomings, liability, force majeure and bankruptcy

1. If the Client and / or Advertiser fails in the fulfill his obligations under the

Advertising agreement is Crypto Confetti entitled to the execution of the Advertising Agreement for the duration of the to suspend shortcomings.

2. If the Client or Advertiser, after written notice of default by Crypto Confetti, within the limits set by Crypto Confetti term does not meet his obligations is Crypto Confetti entitled to complete the Advertising Agreement or partially dissolve. In case of exceeding one deadlines, such as a payment term is the Client automatically in default, without a notice of default is necessary.

3. Suspension or dissolution by Crypto Confetti releases the Client not from his obligation to pay the full fee under the Advertising Agreement. Suspension, dissolution or other termination of the Ad agreement also does not affect the right of Crypto Confetti on payment by the Client of the costs incurred by Crypto Confetti as consequential or related damage.

4. The Client is liable for all costs respectively damage, made respectively suffered by Crypto Confetti due to or in connection with the non - fulfillment by the Client and / or Advertiser of his obligations from the Advertising agreement. The by the Client reimburse costs or damage, among other things the direct and indirect damage suffered and to be suffered by Crypto Confetti, as well as the costs of legal assistance incurred by Crypto Confetti.

5. The Client indemnifies Crypto Confetti both in and out of court all third-party claims in connection with the non- or non-recurring compliance with the obligations of the Client and / or Advertiser against Crypto Confetti, expressly included claims in connection with the (unlawful) content of a Advertisement.

6. Crypto Confetti can only be held liable for damages suffered by the Client if there is intent or gross debt on the part of Crypto Confetti.

7. Every liability of Crypto Confetti is per event at all times limited to the by the Client in respect of the concerning payment due (ad).

Liability of Crypto Confetti for indirect damage (including, but not limited to consequential damage, delay damage and loss of profit) is expressly excluded. With repeated publication of an Advertisement Crypto Confetti is only liable for inaccuracies that occur after the first but in a timely manner before the second placement have been passed on by the Client.

8. If there is unforeseen circumstances on the part of Crypto Confetti occur or force majeure, Crypto Confetti has the right to suspend its execution of the Advertising Agreement as long as this situation persists or, at the discretion of Crypto Confetti, to dissolve the Advertising Agreement in whole or in part.

Crypto Confetti is not obliged to pay compensation in such a case any damage to the Client. Force majeure is in any case in case of shortcomings by suppliers or other relations of Crypto Confetti, strike, (unforeseen) government measures, terrorist attacks or concrete threat to do so, war, fire, natural disasters, the temporarily not or not adequately available hardware, software and / or internet or other telecommunications connections that are necessary for publishing an Advertisement by Crypto Confetti as well as any other situation where Crypto Confetti does not exercise decisive control.

9. Crypto Confetti is entitled to the Advertising Agreement with immediate effect by registered mail, without prejudice to the obligation of the Client to full satisfaction with the Advertising Agreement appropriate compensation, if the Client (provisional) suspension of payment is granted, the bankruptcy of the Client is applied for or in bankruptcy is declared, the enterprise of the Client liquidated, the Client ceases its business, on one substantial part of the Client's assets attachment, or if the Client otherwise is no longer able to

to comply with obligations under the Advertising Agreement come. If there is an Advertising Agreement that concluded by the Client for the benefit of a third party and this third during the period of the Advertising contract becomes bankrupt declared, the Client has the right, instead of

payment of the outstanding amount, to be satisfied with payment of the difference between the discount received and the discount based on the amount already spent according to the applicable rate card.

Article 11. Editorial independence and content from third parties

1. The editors of the Newspaper in which the Advertisement is published placed is completely independent in the decisions it makes takes on the content of publications in the Newspaper. Crypto Confetti is therefore under the Advertising Agreement some way responsible for any costs or damage to the side of the Client as a result of (the content of) editorial attention in the Media.

2. Nor is Crypto Confetti liable for any damage to the Client's side caused by content passing through third parties are placed or uploaded in the Media.

Article 12. Complaints

1. The Client accepts this as a result of various causes the display or reproduction of the Advertisement in the Media may differ from the supplied Advertising Material and / or any pressure tests.

2. Any complaints about the execution of a Advertising agreement, including complaints regarding the manner of reproduction, placement or color quality should, under penalty of forfeiture of the claim in question, within 7 days after (the first) publication date of the Advertisement in the Newspaper must be submitted in writing to Crypto Confetti.

Complaints about the execution of telephone or handwritten given assignments will not be accepted.

3. If a complaint has been reported in accordance with this article and the shortcoming in the implementation of the Advertising Agreement due to Crypto Confetti will Crypto Confetti without to any compensation to the Client, try to the best of its ability to the Client to offer as equal an alternative as possible.

4. Complaints about the execution of an Advertising Agreement do not discharge the Client from the performance of his obligations, including timely payment of the agreed compensation for the relevant Advertisement.

*Artikel 13. Afwijking en wijziging Voorwaarden*

**1. Any deviations or additions to the Advertising Agreement and these Terms and Conditions are only valid if expressly, in advance and in writing by Crypto Confetti confirmed.**

**2. Crypto Confetti has the right to change the Terms and Conditions unilaterally. Unless otherwise indicated, the amended Terms and Conditions will take effect operation on the date they are published on [www.cryptoconfetti.com/advertising](http://www.cryptoconfetti.com/advertising) conditions. From the point of view the changed Terms and Conditions are also automatically dated apply to all existing Advertising Agreements.**

Article 14. Divers

**1. Crypto Confetti may, in the execution of the Advertising Agreement to use your own insight of third parties.**

**2. Crypto Confetti is entitled (but not required) to publish Advertisements take and / or transfer to other Media within it Crypto Confetti. The Client may submit to a repeat or transfer no rights.**

**3. The Client gives permission in advance to one transfer by Crypto Confetti of its rights and obligations under the Advertising Agreement to a third party.**

**4. The incompatibility or invalidity of one of the provisions of these Conditions affect the validity of the other provisions not to.**

**5. If one or more provisions of these Conditions would be ineffective or invalid, then the concerning provision replaced by a legally permissible provision that fits as much as possible with the intent of the expired provision.**

**6. Crypto Confetti is entitled to Advertising Agreements at all times to terminate all or part of it in the interim if it decides the exploitation of one or more (parts of the) Media to which the Advertising Agreement relates to cease.**

**7. In cases where these Terms and Conditions do not provide, Crypto Confetti decides.**

**8. The Client and Advertiser are not allowed the (sub) titles and / or logos of the Media or Crypto Confetti, without prior permission from Crypto Confetti.**

Article 15. Applicable law and competent court

**1. On the Advertising Agreement and these Terms and Conditions Dutch law applies.**

**2. Any disputes arising from the**

**Advertising agreement will be added in the first instance exclusion submitted to the competent court in Utrecht.**

**II ADDITIONAL PROVISIONS REGARDING ADVERTISEMENTS IN PRINTED MEDIA**

Article 16. Number letters

**1. Crypto Confetti is entitled to issue letters, which are on Ads be received, as far as this is for the benefit of forwarding these letters to the Client is necessary.**

**2. Number letters which, in the opinion of Crypto Confetti, are not bona fide the content of the relevant Advertisement is responded to, will be destroyed.**

**3. Brochures, printed matter, samples, packages and the like number will not be forwarded.**

Article 17. Proof numbers

**1. Crypto Confetti will provide one proof number at the request of the Client of the Newspaper available in digital or in print form, all this at the discretion of Crypto Confetti. The above does not apply for classified ads.**

**2. If an Advertisement in several Media and / or editions of the same Newspaper is placed, Crypto Confetti is entitled to extra evidence numbers that are requested by the Client the decision made by Crypto Confetti to charge costs to the Client.**

Article 18. Foreign editions

**The acceptance of a request for the placement of an Advertisement Editions of a Newspaper that are printed abroad can not guaranteed. In addition, such advertisements may include the desired color scheme and the desired size will not be guaranteed.**

**III ADDITIONAL PROVISIONS REGARDING ADS IN DIGITAL MEDIA**

Article 19. Advertorials via Influencers

**1. The selection of the Influencer (s) takes place by Crypto Confetti, in consultation with Client.**

**2. The amount due in connection with the use of an Influencer amount is immediately after entering into the Advertising agreement due in advance.**

**3. The Advertorial is drawn up by the Influencer, who is thereby within the agreed frameworks complete freedom. Crypto Confetti sends the Advertorial for approval to the Client in advance. Client must check the Advertorial and can**

**Only reject advertorial on the basis of actual inaccuracies, or conflicts with the conditions to which the Advertorial submits pursuant to these Terms and Conditions comply.**

**4. When the Client reposts the Influencer's Advertorial, the Client must always tag the Influencer.**

**5. All communication between the Client and the Influencer only through Crypto Confetti.**