

Pebble Media Terms & Conditions

Article 1

- 1.1.** These general terms and conditions apply to all agreements for the service of tracking of advertisements, entered into between Pebble Media and the customer. Deviations are only possible subject to the explicit, written and prior approval of Pebble Media. In case of contradiction between the conditions mentioned in the offer of Pebble Media, if any, the order form and the invoice of Pebble Media, only the conditions of the most recent document will be binding upon the parties.
- 1.2.** If the customer orders the tracking of advertisements on behalf of a third party, the customer can never invoke the agreement between himself and this third party, or a violation thereof, against Pebble Media so as to release himself from the obligation to comply with these general terms and conditions and the agreement between the customer and Pebble Media (hereafter the "Agreement").
- 1.3.** The Agreement only comes into effect after approval by Pebble Media of the order form that has been signed by the customer.
- 1.4.** The order form should be communicated by the customer to Pebble Media at the latest 15 working days before the requested starting date of the tracking service.

Article 2

- 2.1.** The customer undertakes to provide Pebble Media at the latest 3 working days for JPEG and GIF material, and at the latest 5 working days for Rich Media and Email material, before the requested starting date of the campaign with material that is entirely ready for use, and which complies with all conditions and instructions of Pebble Media and the Publisher who is responsible for the delivery of the specific campaign.
- 2.2.** In the absence thereof, Pebble Media cannot guarantee that the material will be published on the website, or that it will be published on time or correctly, and Pebble Media can never be held liable for a non-publication or an incorrect or late publication. In such case, the customer is not entitled to any indemnity, reimbursement, reduction or publication at a later date.
- 2.3.** Pebble Media is, however, entitled to nevertheless try and make the material ready for use on time, and to invoice the customer for the additional expense thereof.
- 2.4.** Delivery dates are not guaranteed and the non-observance thereof cannot be a reason for termination of the Agreement or for any obligation for Pebble Media to pay an indemnity. Pebble Media cannot guarantee that the advertisement will be put on the website at a certain place and on a certain date.
- 2.5.** In case of third party measurement, initiated by the customer, every statistical difference compared to the statistics of Pebble Media, should be communicated by email by the customer to Pebble Media. This communication is accepted until halfway the campaign period. Once this period is expired, only the statistics of Pebble Media are considered as the only valid reference. A discrepancy of 10% or less is no object for any compensation. In case of more than 10% discrepancy, both parties will deliberate in order to find a solution. This deliberation does not imply any compensation as such.

Article 3

- 3.1. Any cancellation or change of an order should be done in writing. Pebble Media is deemed to have taken note of the cancellation or the change at the moment when it confirms so in writing to the customer.

Article 4

- 4.1. All services and products are delivered at Pebble Media's tariffs and prices that apply at the time of confirmation of the order by Pebble Media. The tariffs and prices of Pebble Media are always exclusive of taxes and charges, of any kind whatsoever.
- 4.2. All costs related to the production and delivery of the material to be published are at the expense of the customer.
- 4.3. All payments due to Pebble Media will be paid by the customer without withholding or reduction. The customer is, for instance, not entitled to withhold payments which are due under the Agreement, because the publication would not occur or would occur late.
- 4.4. The invoices of Pebble Media are to be paid on the due date mentioned therein. In the absence thereof, it is due within 30 days after the date of the invoice.
- 4.5. Invoices which are not protested within 8 days after the date of the invoice, are considered to have been accepted by the customer without reservation. Any protest should be lodged in a motivated letter sent by registered mail and should mention the number of the invoice. If these conditions are not complied with, the invoice is also considered to have been definitively accepted by the customer.
- 4.6. In case of non-payment of Pebble Media's invoices at the latest on the due date, they shall automatically and without notice bear interest at a rate of 15% per year. In addition, in such case, a fixed indemnity of 10% of the unpaid amount, with a minimum of 100 euro, will be due automatically and without notice, notwithstanding the right of Pebble Media to claim a higher amount.
- 4.7. In case of non-payment by the customer of any invoice of Pebble Media on the due date, the balance of all other Pebble Media invoices of the customer, even when they would not yet be due, automatically and without notice fall due.
- 4.8. If the customer fails to pay to Pebble Media any amount on the due date, Pebble Media has the right to suspend the performance of the Agreement or any other agreement between Pebble Media and the customer, while Pebble Media preserves all its rights, and without any possibility for the client to claim an indemnity for the damage this may cause.
- 4.9. The customer in any event always remains liable for the payment of all amounts due to Pebble Media under the Agreement, even if Pebble Media would have accepted to send out the invoice to a third party.
- 4.10. Pebble Media always has the right to require a partial or full advance payment for any services provision.

Article 5

- 5.1.** The Agreement remains in effect for the period mentioned in the order form that has been accepted by Pebble Media.
- 5.2.** As an exception to article 5.1. of these General Terms and Conditions, Pebble Media can terminate this Agreement with immediate effect, and without losing its rights that exist on the date of such termination, when:
 - 5.2.1. the customer has failed to pay any sum which is due to Pebble Media under this Agreement or under any other agreement between Pebble Media and the customer, for a period of more than ten days after the date upon which this sum has become due or after the end of the payment term that would have been granted;
 - 5.2.2. the customer would infringe on his obligations under this Agreement and, in as far as the infringement is capable of remedy, it has not been remedied within 10 days after the customer has received a written notice thereto;
 - 5.2.3. the customer stops or threatens to stop his activities or a substantial part thereof or it has become impossible for him to pay his debts;
 - 5.2.4. the customer is or has filed a petition in order to be declared insolvent or bankrupt, is put into liquidation or if any receiver, trustee or similar person has been appointed with regard to the customer or any of his possessions.

Article 6

- 6.1.** The customer is exclusively liable for the content, form and legality of the advertisement, and for all damages which would be caused to third parties by this publication. The customer explicitly relieves Pebble Media from any and all obligation to obtain the necessary approvals with regard to the persons and objects which would be depicted in the advertisements, and for the texts and captions which they would include. In the event Pebble Media delivers content to the customer e.g. for native advertising, Pebble Media is responsible for respecting and clearing all intellectual property rights.
- 6.2.** The customer guarantees, in the event of Pebble Media delivering content also with Pebble Media, that he has obtained all necessary approvals and intellectual property rights or licenses required to publish the advertisements, such as, but not limited to, (1) the approval of the photographed persons or of the owners of the photographed objects as well as from the photographer(s) and (2) the copyright with regard to the reproduction of the material.
- 6.3.** The customer will hold harmless and indemnify Pebble Media (and in the event Pebble Media delivers content also vice versa) against any claims, in or out of court, of third parties as a result of the non-observance of these obligations by the customer. The customer will pay each amount, interests and expenses included, that Pebble Media would have to pay for inadmissible or unlawful publications. The customer will pursue any possible legal proceedings in the name and on behalf of Pebble Media and will bear all expenses thereof.
- 6.4.** If, as a consequence of a cease and desist order or any other legal proceeding which would be initiated by third parties as a consequence of the publication of the advertisement, the customer (or his principal, if any) and/or Pebble Media would be ordered to publish a corrected text, an extract of or the entire judgment, an answer of the third party or any other form of correction, the customer is liable to perform this publication at the normal tariffs and prices.

Article 7

- 7.1.** Pebble Media does not commit to any additional obligation and does not give any guarantee, other than those mentioned in this Agreement. Obligations, conditions and guarantees provided for by the law, common law or in any other way are hereby excluded insofar as legally possible. Nothing in this Agreement will exclude any obligation, condition or guarantee that cannot be legally excluded.
- 7.2.** Pebble Media is not liable towards the customer for any indirect damage, consequential damage, or economic loss or damage (including, but not limited to, loss of profit, income, customers or goodwill) which the customer would suffer as a consequence of the entering into or the performance of this Agreement.
- 7.3.** The total liability of Pebble Media towards the customer will never be higher than the total amount of the agreed minimum payment per month which the customer has actually made to Pebble Media under the Agreement.
- 7.4.** Pebble Media cannot be held liable for shortcomings in the publications which are the consequence of interferences or a bad transfer of the customer's material, e.g. via ISDN or e-mail. Pebble Media takes the necessary security measures on a best effort basis to try and safeguard electronic data from viruses. It cannot be held liable for such viruses or the consequences thereof.
- 7.5.** Pebble Media cannot be held liable for not complying with its obligations under the Agreement if such non-compliance is caused by circumstances beyond Pebble Media's reasonable control such as, but not limited to, explosions, fire, floods, terrorism, war, hostilities, accidents, delays in deliveries or non-deliveries by suppliers of Pebble Media, network interruptions, breakdowns or accidents of machinery, strikes or industrial unrest, obligations following judicial decisions or actions of governmental bodies. In case of such an event of force majeure, Pebble Media's obligations are suspended and it should only perform its obligations as soon as this is reasonably possible. If the force majeure lasts longer than three months, both Pebble Media and the customer are entitled, without any indemnity being due, to terminate the Agreement for the part which cannot be performed, by registered mail to the other party.

Article 8

- 8.1.** The customer acknowledges the importance of the protection of personal data and guarantees to adhere to data protection legislation, including but therefore not limited to the European General Data Protection Regulation ("GDPR") and any secondary (European or national) legislation adopted pursuant to the GDPR, to the extent applicable to the customer.
- 8.2.** In this regard the customer agrees and warrants that it will promptly and fully assist Pebble Media in ensuring compliance with its data protection obligations under applicable data protection legislation, in respect of the information and data possibly made available to Pebble Media by the customer.
- 8.3.** The customer undertakes and guarantees for and on behalf of itself and all its recipients (in particular the parties affiliated with the said customer, including their DSP-platforms) that it merely collects (and allows the collection of) data in execution of (i) the placement; and (ii) the statistical measurement of the advertisements on the purchased advertising space and that, except for the exception set out in article 9, it does not collect (nor allows the collection of) data, including personal data, for any other purpose or third party.

- 8.4.** The customer expressly acknowledges and agrees that without the prior express consent of Pebble Media, it is not permitted for the customer and/or its recipients to collect (or allow the collection of) any data via the purchased advertising space in view of the composition and/or enrichment of its own and/or third parties' data(base) to (re)use for the benefit of itself and/or other third parties.
- 8.5.** In accordance with articles 8.3. and 8.4., the customer thus guarantees and undertakes for and on behalf of itself and all its recipients, to only use third party codes in order to place advertisements on digital channels and (i) to only collect (or have collected) functional and analytical data with a view to the placement of the advertisements on the purchased advertising space and; (ii) to carry out quantitative and qualitative measurements in connection with the placed advertising messages.
- 8.6.** The customer will include the aforementioned prohibition in its respective agreements and shall impose the same obligations as set out in articles 8 and 9 to any of its recipients. If a recipient fails to comply with said prohibition and obligations, the customer will remain fully liable towards Pebble Media and its publishers for its own actions and the actions of its recipients.

Article 9

- 9.1.** In case the customer (or the party giving the authorization) has obtained the unambiguous and active consent from the data subject for personalized direct marketing purposes, and can substantiate this with evidence, the former can use the latter's personal data on the advertising space purchased on the Pebble Media network.
- 9.2.** In such case the customer shall hold harmless and indemnify, unconditionally and without restriction, Pebble Media and the publishers against all possible claims from the data subjects as well as against all possible complaints or fines from the data protection authority or any court or tribunal.
- 9.3.** In such case the customer-advertiser shall act as data controller of the files of its own customers (or in the case of a media agency, that media agency shall act as processor of the file of the advertiser) and shall in such capacity transfer its data to Pebble Media and the latter shall only use and process these data on behalf and for the benefit of the customer's campaigns.
- 9.4.** The customer agrees that Pebble Media may verify the fulfillment by the customer of its obligations under articles 8 and 9. In view of this being an essential condition of trust between the parties, the customer agrees that all its liabilities under said articles are not subject to any applicable limitations and exclusions of its liabilities under the present Agreement and towards Pebble Media, save for force majeure.

Article 10

- 10.1.** All notifications under the Agreement need to be done in writing via a letter sent to the residence, corporate seat or main establishment of the receiving party or to any other address which this party would have communicated in writing to the other party. This notification is considered to have been given on the first working day after the date of sending (date of postal stamp).
- 10.2.** The customer cannot partly or entirely transfer his rights under this Agreement. Pebble Media is entitled, without the approval of the customer, to transfer its rights and obligations, partly

or entirely, to other companies affiliated to Pebble Media.

- 10.3.** This Agreement replaces all previous communications, transactions and agreements, whether oral or in writing, and constitutes the only and entire agreement between the parties with regard to its subject.
- 10.4.** If one or more of the clauses of the Agreement would be or would be declared null and void, all other provisions of the Agreement nevertheless remain in force. If any part of these provisions is declared to be excessively broad, this provision will be, notwithstanding this fact, enforceable to the maximum extent allowed by law.
- 10.5.** This Agreement is subject to Belgian law. The courts of Mechelen are exclusively competent in case of dispute.