

General Terms and Conditions Adflow

Article 1: Definitions

The following terms (whether or not capitalized) are used in these terms and conditions:

1. "Account": The main way to access and use the Adflow Services, subject to payment of a designated Fee according to the selected Plan.
2. "Adflow Content": The content available on the Service which includes, but is not limited to, information, data, text, graphics, logos, designs, images, videos, audio files, and other materials, not being the Client Content.
3. "Agreement": The agreement between Adflow and the Client, including Authorized Users, for accessing and using the Service, including any annexes, amendments, modifications or variations.
4. "Authorized Users": each of the Client's employees, (sub-)contractors and any third party acting for and on behalf of the Client.
5. "Adflow": the user of these Terms and Conditions, being Adflow B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) registered under the laws of the Netherlands, having its registered office address at (3904 KE) Veenendaal at Boslaan 83, registered with the Dutch Chamber of Commerce with no. 68631642.
6. "Client": a natural person with a sole proprietorship (*eenmanszaak*) or legal entity (*rechtspersoon*) that has accepted these Terms and Conditions with Adflow, including each of the Client's employees, (sub-)contractors and any third party acting for and on behalf of the Client.
7. "Client Content": all the Client's materials, including, but not limited to, files, data, text, fonts, sketches, images, audio, videos, and other visual content) that is uploaded by the Client by using the Service.
8. "Parties": Adflow and the Client together
9. "Plan": the type of subscription that a Client has chosen to use the Service, based on the number of items and the desired features.
10. "Renewal Date": The date which is the first day immediately following the last day on which the term of the Agreement (including any extensions) expires. "Service": The content, features, functionality, tools, data, software applications, and APIs provided by Adflow through the Website, as described in the relevant Order Form.
11. "Terms and Conditions": These Terms and Conditions.
12. "Website": the website of Adflow available via <https://www.adflow.io>, including underlying (sub-)domains and associated pages, owned by Adflow.

Article 2: Applicability of the Terms and Conditions

1.1 These Terms and Conditions apply to all discussions, offers, quotes, agreements, and other legal actions undertaken by Adflow in relation to the Client.

1.2 Any special provisions that deviate from Adflow's Terms and Conditions will only be binding if agreed upon in writing.

1.3 Adflow explicitly rejects the applicability of any general terms and conditions from the Client.

1.4 In case of a conflict between a provision in one or more agreements between Adflow and the Client and the Terms and Conditions, the provisions of the agreement(s) will prevail.



1.5 If any provision of the Terms and Conditions, or any part of a provision, is declared null and void, invalid and/or otherwise unenforceable, the other provisions or the remaining part of the null and void or invalidated provision will remain in full force and effect. In that case, Adflow and the Client will discuss in good faith a new provision to replace the null and void or invalidated provision, taking into consideration the Parties' purpose of the null and void or invalidated provision.

1.6 These Terms and Conditions replace any previously applicable terms and conditions.

Article 3: Using the Service

3.1 To use the Service, the Client is required to create an Account via which the Service can be accessed.

3.2 By creating an Account, Adflow grants the Client a limited, revocable, non-exclusive, non-transferable, and non-sub licensable right to access and use the Service within the intended scope, in accordance with the Agreement and applicable law.

3.3 When creating an Account, the Client is obligated to provide accurate and up-to-date information. The Client shall maintain the accuracy of the Client's information throughout the use of the Service.

3.4 An Account is created for each Client individually and will not be shared with other parties, not being an Authorized User. If multiple natural persons from the Client require access to an Account on behalf of the Client, the Client must designate each of these natural persons as an Authorized User. Each Authorized User will be subject to the limitations outlined in these Terms and Conditions. Adflow is not responsible for verifying the representation rights or validity of authorization for any user.

3.5 Adflow reserves the right to request additional information or proof of credentials to verify the identity of each natural person that the Client request to be an Authorized User.

3.6 Adflow reserves the right to block, cancel, or delete an Account, at any time if, at Adflow's sole discretion, the Client has failed to comply with any provisions of these Terms and Conditions and continues to fail to comply after having been reminded by Adflow about the non-compliance.

3.7 It is prohibited to use the Service for the distribution of unlawful or objectionable materials, or for causing harm to others or to the Service itself.

3.8 Adflow may provide the Client with free (temporary) access to the Service or trial periods or offer "alpha," "beta," or other early-stage Adflow Services, integrations, or features. However, without limiting the other disclaimers and limitations in these Terms and Conditions and/or the Agreement, the Client agrees that any such free access or trial periods, or temporary (early-stage) services or releases are provided to the Client on an 'as is' basis and 'as available', without any warranties, support, maintenance, and storage. The Client expressly acknowledges that any of such services as described in this article 3.8 may be incomplete or not fully functional, may contain bugs, errors, omissions, and other problems. The Client understands and acknowledges the nature of these services and that Adflow will not be responsible for any such failures as described in the previous sentence.



Article 4: Client Content

4.1 It is prohibited to upload or post Client Content on the Service that includes data (whether being text, images, or other materials) that is protected by copyright, trademark, or any other proprietary rights without the explicit permission of the rightful owner. The Client agrees to indemnify and hold harmless Adflow for any damages resulting from copyright infringement, trademark violation, or any other harm caused by breaching the prohibition stipulated in this article 4.1.

4.2 Adflow may require and is granted the right to use, modify, adapt, reproduce, distribute, publish, and display any Client Content posted on the Service. These rights are limited to what is necessary for the operation of the Service.

4.3 Any Client Content that violates these Terms and Conditions, local laws and regulations, common law, public order, or common decency is prohibited on the Service. Adflow reserves the right to review Client Content to enforce these Terms and Conditions.

4.4 Client Content that infringes on the copyrights, intellectual property, proprietary rights, or privacy rights of others constitutes a breach of these Terms and Conditions. By providing Client Content to Adflow via the Service the Client warrants and represents to Adflow that the Client possesses all necessary rights (whether by title of ownership or third-party license) to grant the rights mentioned in this section 4 and that the Client Content does not violate any laws and regulations.

4.5 Adflow has the right to remove Client Content and/or (temporarily) disable the Client's access to the Service (only in the case of the situation mentioned under (i) if:

- (i) the Client is in breach of these Terms and Conditions and does not remedy the breach within a reasonable period of time and after having been informed by Adflow about the breach, or if the breach itself is a non-remediable breach;
- (ii) the Client Content exceeds the storage or file size limits;
- (iii) access to the Service is suspended or terminated.

4.6 The Client is solely responsible to make any back-ups of the Client Content that is provided to Adflow via use of the Service. If the Client's Account is suspended or terminated, Adflow will delete all Client Content of the Client. Without prejudice to the foregoing sentence, in the case of a suspension or termination of the Client's Account, there is no obligation for Adflow to return the Client Content.

4.7 By using the Service, the Client acknowledges that Adflow is not responsible for any products or professional services displayed within the Service that originate from sources other than Adflow. All matters relating to products or professional services offered by third parties, including purchase terms, payment terms, warranties, guarantees, maintenance, and delivery, are solely between the Client and such third parties. Adflow explicitly makes no warranties or representations regarding any products or professional services provided by third parties and the Client acknowledges and understands that these third-party services are solely offered by Adflow as a convenience to the Client.

Article 5: Term and termination

5.1 The Agreement is entered into for a fixed term either one (1) month or twelve (12) months, depending on the type of Service the Client has subscribed for. After the expiration of the initial term, on the Renewal Date the Agreement shall automatically be renewed for an additional period of either one (1) month or



twelve (12) months, consistent with the duration of the initial term, unless either Party gives notice to the other Party wishing not to extend the Agreement. Any such notice of non-extension shall be given to the other Party before the Renewal Date.

5.2 If the Client breaches any of provisions in these Terms and Conditions, Adflow has the right to terminate the Account at any time, without prior notice and without being liable for any damages the Client may incur as a result of the termination.

5.3 If an Account is no longer in active use, which means that the Client has not accessed the Service through the Account within a consecutive period of 180 days, Adflow shall provide the Client with a notice in writing that the Account will be suspended. In that same notice, Adflow shall inform the Client about the date on which the Account will be suspended if the Client does not access the Account before that date. If the Client's account has been suspended, Adflow will inform the Client about the length of the suspension until the Account will be terminated. Any suspension or termination as referred to in this Section does not give the Client any rights to reimbursement of fees, compensation for damages or any other form of (monetary) compensation.

5.4 The Client can terminate the Agreement at any time, for any reason and without observation of a notice period. If the Client informs Adflow about its desire to terminate the Account, Adflow shall inform the Client in writing about the consequences thereof pertaining to access to the Service, removal of the Client Content and deactivation of the Client's Account.

5.5 Termination of a Client's Account does not release the Client from any payment obligations that existed prior to the termination. Fees already paid (whether by credit card or through automatic payment) will not be reimbursed.

Article 6: Financial provisions

6.1 For the use of the service, the Client owes to Adflow a fee in accordance with the type of Plan that the Client has selected when registering for the use of the service.

6.2 On the Renewal Date, the Client receives an invoice from Adflow containing all the information regarding the continued use of the Service by the Client, based on the Plan that the Client has selected.

6.3 All of Adflow's prices are exclusive of VAT and other applicable taxes. It is the Client's sole responsibility for the timely and correct payment of all taxes related to the use of the Service.

6.4 The Client shall pay for the Service via automatic collection (*automatische incasso*) either via credit card (Mastercard, Visa, or Amex) or SEPA transfer.

6.5 Adflow has the right to increase its fees at any time and will provide written notice to the Client of an intended price increase. Any price increase will not have effect on active subscriptions of the Client and can only be processed by Adflow at the Renewal Date.

6.6 If the Client, during a subscription term, uploads an amount of items that exceeds the amount belonging to the Client's current Plan, the Client will automatically be upgraded to a new Plan that is congruent with the amount of items the Client has uploaded. In that case, Adflow has the right to automatically, and without further consent of the Client being required, bill the Client, via the Client's registered payment method, for the increase of the fee for the Client's subscription to the new Plan.

6.7 In the event of non-payment or delayed payment of any due and ownable fees, Adflow reserves the right to, besides the fee payment itself, charge the Client with



the applicable legal interest rate and all legal and extrajudicial costs incurred by Adflow to collect the payment fully and finally.

Article 7: Intellectual property rights

7.1 Adflow Content is safeguarded by copyrights, trademarks, and other intellectual property rights. This Adflow Content is the sole (intellectual) property of Adflow or is used by Adflow. The Client is not granted any license or right to use the Adflow Content, except as explicitly permitted in these Terms and Conditions. Unless the Client has obtained permission from Adflow in writing, the Client agrees and undertakes not to download, store, save, make copies (including digital), modify, or reproduce any of the Adflow Content.

7.2 All intellectual property rights to the Client Content that is provided to Adflow by using the Service always remains vested in the Client. By using the Service, the Client grants Adflow a worldwide, irrevocable, non-exclusive, royalty-free license to utilize all the Client Content for Adflow's performance under the Agreement. Adflow agrees and undertakes to the Client that the Client Content will not be shared with third parties by Adflow.

7.3 By using the Service, the Client agrees that Adflow can send the Client emails with newsletters, product updates, promotions and other information related to the Service and Adflow. The Client can unsubscribe from the items and information as mentioned in the previous sentence at the Client's sole discretion via an 'opt-out' link in any such email.

Article 8: Limitation of liability

8.1 By using the Service, the Client acknowledges that Adflow cannot provide an absolute guarantee that the Service will be free from errors or will be permanently accessible. There may be occasions where data transmission to or from the Service occurs at a slower pace, and Adflow cannot assure that the Service or its servers are free from viruses or other harmful components.

8.2 Adflow cannot guarantee the accuracy or error-free nature of any Adflow Content associated with or used in connection with the Service, nor can Adflow guarantee that the use of such Adflow Content will not infringe upon the rights of third parties. Adflow reserves the right to rectify any errors in the Service.

8.3 By using the Service, the Client acknowledges and agree that the Service and all related activities and technological services connected thereto are provided by Adflow to the Client "as is" and "as available," without any form of warranty, whether explicit or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. Adflow does not make any warranties concerning the accuracy, reliability, completeness, or timeliness of the Adflow Content or the Service, or the results obtained from utilizing the Service.

8.4 Adflow shall not be held liable by the Client for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, or any other damages whatsoever, including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, in case of any of the following situations:

- (a) the use or inability to use the Service;
- (b) The use of any Adflow Content, Client Content, or other type of content on the Service or the Website;
- (c) Unauthorized access to the Client's data through no fault of Adflow;
- (d) Statements or conduct of third parties on the Service
- (f) Any other matter related to the Service.



8.5 The total aggregate liability of Adflow under or in connection to this Agreement will not exceed an amount equal to the fees paid by Client to Adflow during the six-(6) month period immediately preceding the date of occurrence of the first event giving rise to any liability of Adflow under or in connection with this Agreement and in any case will not exceed an amount of EUR 5.000,00 per event.

Article 9 Privacy and security

9.1 All personal data that Adflow receives from the Client by using the Service will be processed in accordance with the applicable privacy law regulations.

9.2 It is the Client's sole responsibility to protect and not disclose to any party, not being an Authorized User, the Client's security details, such as the username and password to gain access to the Account. Adflow cannot be held liable, and the Client agrees to indemnify and hold harmless Adflow, for any damages resulting from any (unauthorized) disclosure of the Client's security details by or on behalf of the Client.

Article 10: Applicable law and jurisdiction

10.1 The Agreement between Adflow and the Client is governed by and construed in accordance with the laws of the Netherlands, explicitly excluding principles of international (private) law.

10.2 Any disputes, disagreements, or claims arising from or relating to these Terms and Conditions, the Agreement, or the use and access to the Service will be exclusively and conclusively resolved by the court of Gelderland, location Arnhem.

Article 11: Final provisions

11.1 This Agreement, including these Terms and Conditions and all other documents that are deemed part of the Agreement supersedes all prior oral or written statements and representations of the Parties and constitutes the entire agreement between the Parties with respect to the use of the Service by the Client.

11.2 The Agreement, including these Terms and Conditions, may be changed, amended, or otherwise modified except by an instrument in writing, executed by the Parties' duly authorized representatives.

11.3 By using the Service, the Client understands and acknowledges that this does not grant the Client any rights, whatsoever, to act as an agent, legal representative, or employee of Adflow or any third party affiliated with Adflow.

11.4 Adflow has the right, to be exercised at its sole discretion, to transfer, subcontract, or assign its rights and obligations under the Agreement, including under these Terms and Conditions, without providing prior notice and without the necessity for the Client's consent.

11.5 If any provision of these Terms and Conditions is found to be invalid, void, or unenforceable, it shall not affect the legality, validity, and enforceability of the remaining provisions. In such an event, the Parties shall engage in good faith negotiations to replace the problematic provision with a valid and enforceable provision that best reflects its intended purpose.

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