

## General Terms and Conditions

### Compare International BV, Compare.nl B.V., and Suomen Vertaa.fi OY

#### Article 1 – Definitions

The following definitions, written in upper case letters all the time, will have the following meaning, in singular as well as plural form:

- 1.1. **General Terms and Conditions:** These general conditions, regardless of the way that these will be notified;
- 1.2. **Connection fee:** a one-off fee charged to Principal by Compare for connecting each shop and for placing Product information of Principal onto the Website;
- 1.3. **CPC:** Cost Per Click, charged to Principal by Compare for each initiative to contact visitors of the Website are taking to contact or obtain information regarding Principal or Product information;
- 1.4. **Principal:** The party entering or wishing to enter into an agreement with Compare with regard to Product information and/or other forms of advertisement placed on the Website;
- 1.5. **Agreement:** the agreement between Compare and Principal based on which Compare are rendering their service to Principal;
- 1.6. **Product information:** Information with regard to the product, the service, the price and the organisation/shop of Principal, including but not limited to a logo or brand name of Principal and a hyperlink to the website of Principal, which will be placed onto the Website;
- 1.7. **User name:** the user name allocated to Principal by Compare, consisting of a combination of numbers and/or letters and numbers, which together with the Access code gives access to the services of Compare;
- 1.8. **Access code:** the password allocated to Principal by Compare, consisting of a combination of numbers and/or numbers and letters, which together with the User name gives access to the services of Compare. Principal can change this password lateron;
- 1.9. **Website:** The websites (including all subdomains) Vergelijk.be, comparer.be, comparer.fr (under Compare International B.V.), Vergelijk.nl, elcheapo.nl (under Vergelijk.nl B.V.), vertaa.fi (under Vertaa.fi OY), and partner sites of Compare and affiliated partner websites of Compare;
- 1.10. **PartnerNet:** a private website, solely meant for and accessible for Principals with a User name and Access code;
- 1.11. **Compare:** The private companies (besloten vennootschappen) being Compare International BV, Vergelijk.nl BV, registered office: St.-Jacobsstraat 6-8 (3511 BR) Utrecht, Netherlands and/or Suomen Vertaa.fi OY, registered office: Fredrikinkatu 12, (00100) Helsinki, Finland.
- 1.12. **Parties:** Compare and Principal, jointly.

#### Article 2 – General information

- 2.1. These General Terms and Conditions apply to each Agreement and furthermore to quotations and/or offers made by Compare.
- 2.2. Compare have the right to refuse to enter into an agreement with a Principal without stating a reason.
- 2.3. In case any provision of an Agreement is in breach of the provisions of these General Terms and Conditions, the provisions of the Agreement prevail.
- 2.4. Compare explicitly reject any deviating terms of Principal except insofar they have agreed to the terms of Principal explicitly in writing.
- 2.5. Parties are not allowed to transfer their rights and/or obligations from the Agreement and or these General Terms and Conditions to third parties without written permission from the other party, which permission is not to

be unreasonably withheld.

- 2.6. Any deviations as to these General Terms and Conditions only apply in case these were explicitly agreed upon by Compare in writing.
- 2.7. Should any provisions in these Terms and Conditions or in the Agreement be null and void or may become null and void, then the other provisions will remain fully applicable. Compare and Principal will in such a case mutually decide on new provisions to replace those original provisions, the purpose and purport of which should be observed as much as possible.

#### Article 3 – Offers/realisation Agreement

- 3.1. All offers and quotations of Compare are without any obligation, unless explicitly stated otherwise in writing.
- 3.2. Agreements will only be realised the moment Compare accept an order from Principal in writing or by electronic confirmation, or after both Parties have signed an Agreement or have entered into an Agreement otherwise digitally. Compare have the right to refuse an order, and they are not bound to state their reasons in this respect.
- 3.3. Compare reserve the right to carry out a credit check prior to the Agreement as well as during the term of the Agreement. Should the credit rating not meet the standard as set by Compare, Compare can immediately dissolve the Agreement, or require a deposit, or they can require direct debit, such to be assessed by Compare.

#### Article 4 – Services

- 4.1. Compare offer Principal the possibility to place Product information on the Website, so that website visitors can take notice of this information and consider it when comparing. Compare offer the website visitors the possibility to contact Principal via a hyperlink or other contact options made available by Compare.
- 4.2. Compare will do their utmost to state all the products and prices of Principal correctly on the Website. Compare are, however, not liable for missing Product information or stating the incorrect prices.
- 4.3. Compare will try to update Product information of Principal on the Website several times a day, however, Compare cannot guarantee this. Principal needs to check himself whether the Production information has been processed in time and correctly. Should the Product information not have been processed correctly, like, but not limited to, in case Principal has placed a new data file, then Principal needs to report this to Compare in writing immediately. Compare are not liable for any negative consequences thereof. It also does not mean Principal does not have to pay for placing the Product information.
- 4.4. Product information originates from Principal. Principal himself is responsible for the correctness and completeness of the Product Information. Compare are not responsible nor liable as to the content of the Product information.
- 4.5. Compare cannot guarantee that the Website visitors and/or Principal can at all times make use of the Website and services of Compare. Any malfunctioning as to the Website or services may occur, e.g. caused by failure of the internet connection or power supply. Compare are not liable for the adverse consequences thereof.
- 4.6. Compare are authorized, without notice, to (whether or not temporarily) take the Website out of service and/or limit the use thereof, should they consider such necessary, e.g. because of reasonably required maintenance of the service. Compare are not liable for any adverse consequences thereof.
- 4.7. Compare are authorised to, without notice, make any

procedural and technical changes and/or improvements to the Website. Should according to Compare the changes and/or improvements affect the functioning and accessibility of the Website quite considerably, Compare will notify Principal within a reasonable period of time prior to when the changes and/or improvement will take place. Compare are not liable for any adverse consequences thereof.

- 4.8. Each term notified to Principal (including terms of delivery) and as well as data are only estimations and do not concern any deadlines, unless explicitly agreed upon otherwise.
- 4.9. In case and insofar required for a proper execution of this Agreement, Compare are authorised to call in third parties to execute the Agreement.

**Article 5 – Use of service and providing Product information**

- 5.1. Principal places a data file at the disposal of Compare for displaying Product information on the Website, which file should meet the specifications as required by Compare. These specifications will be given to Principal and may be adjusted from time to time by Compare. Compare will have an updated list of the specifications digitally available via PartnerNet.
- 5.2. Principal ensures that all details, including, but not limited to Product information which prior to execution of the Agreement needs to be given to Compare, will be complete, accurate and up-to-date.
- 5.3. Principal himself is responsible for checking the Product information shown on the Website.
- 5.4. Principal will make sure that the data file made available to Compare will neither contain any viruses, worms, Trojan horses, damaging software programs nor other defects.
- 5.5. Principal will place a data file at the disposal of Compare with their total assortment of products. The Product information Principal does not wish to be published on the Website will be marked 'do not publish' by Principal. When processing the data base of Principal, Compare will respect this requirement.
- 5.6. Principal will make sure that the content of the Product information is not in breach of the current laws and regulations, including, but not limited to, the Dutch Advertising Code, does not infringe any rights of third parties, will not affect the good name and reputation of Compare nor is it illegal in any other way.
- 5.7. Principal will make sure that all data and/or information of which Compare indicate that these are necessary, or of which Principal within reason should understand that these are necessary, for the execution of the Agreement, will be supplied in time and complete to Compare and he will cooperate whenever Compare ask him to.
- 5.8. Compare reserve the right to check the Product information provided by Principal and to refuse to place it on the Website or to remove it from the Website.
- 5.9. Principal will fully safeguard Compare against any claims from third parties (including Buyers) who in any way result from and/or are connected with the Product information placed by him, including, but not limited to, each claim based on the assertion that the Product information concerned is in breach of the current laws and regulations or infringes the (intellectual property) rights of third parties.

**Article 6 – Access code and User name**

- 6.1. If Principal receives an Access code and User name from Compare, he is not authorised to let third parties use these. The Access code and User name are strictly linked to Principal.
- 6.2. Principal is responsible and liable for each use of the Access code and User name, regardless of who is actually using the Access code and User name. Principal will fully safeguard Compare in connection with any claims from third parties regarding damage or otherwise, caused in any way

by usage via the Access code and User name.

- 6.3. Compare are authorised to change the Access code and User name if necessary in the interest of the functioning of their service. They will immediately notify Principal thereof.

**Article 7 – Fees and payment**

- 7.1. All fees charged by Compare are exclusive of VAT and other statutory levies.
- 7.2. Services of Compare are rendered on the basis of subsequent calculation, except for subscriptions.
- 7.3. Connection fees and subscriptions will be invoiced in advance, unless explicitly agreed upon otherwise in writing.
- 7.4. In case of CPC services a minimum invoice amount can be agreed upon.
- 7.5. Invoicing takes place based on the administration and measuring data of Compare, unless explicitly agreed upon otherwise in writing. Principal is explicitly in agreement with the measuring system of Compare. The measuring system may be adjusted from time to time by Compare. Compare will immediately notify Principal thereof.
- 7.6. Compare are at all times authorised to change the fees. Any changes as to the fees will be published on the PartnerNet. Principal is required to check the fees on PartnerNet. Should Principal refuse to accept the agreed upon fee for (parts of) the Product information, he is authorised to mark the Product information concerned as 'not to be published' in his data file. During the following correct processing of the data file Compare will remove this Product information from the Website.
- 7.7. In case Principal does not change anything in his data file after a change in fees, he is deemed to have accepted the change of fees.
- 7.8. Compare will invoice the services rendered by them each month. Payment needs to take place within 14 days following the date of invoice, unless explicitly agreed upon otherwise and as such stated on the invoice.
- 7.9. In case Principal has indicated to pay via direct debit from Principal's bank account, he authorises Compare to collect until further notice the amounts owed, resulting from the Agreement. After the Agreement has been terminated, Principal needs to pay the amounts owing for services rendered by Compare of prior the date of termination.
- 7.10. Any discount granted by Compare as to fees will be calculated in the invoice amount. Compare are not required to specify the discounts on the invoice. Any discounts granted will be stated on PartnerNet. Principal needs to check the invoices based on the information given in PartnerNet.
- 7.11. No rights can be derived from any discounts granted. Discounts can be adjusted from time to time by Compare. Principal will be informed thereof via PartnerNet.
- 7.12. All payments made by Principal will firstly be settled with the invoices which are due the longest, regardless whether Principal indicated otherwise. Principal is not authorised to any suspension, settlement or discount, unless mandatory provisions grant him such a power.
- 7.13. Principal will be in default immediately if he fails to pay any invoice within the payment term, without a notice of default being required. From the moment of default until the day all invoices outstanding have been paid, Principal is required to pay statutory interest over the amount due.
- 7.14. In case Principal still does not meet his payment requirements including the interest over the amount outstanding, Compare may hand over their receivables to a debt-collection agency. All cost incurred because of that will be charged to Principal. The (extra -) judicial costs in this context will be established at 15% of the principal sum, with a minimum of EUR 250.00 (two hundred and fifty euros).
- 7.15. Any objections from Principal with regard to the invoices sent by Compare need to be submitted at Compare within 8 days following the date of invoice in writing or via email. If

Principal has not submitted any objections within this term he is deemed to agree with the invoice. Any dispute as to the invoice does not mean Principal does not have to pay that invoice.

- 7.16. Should there be at any moment any serious doubt at Compare, as to the credit worthiness of Principal, Compare are authorised before performing (any further), to demand from Principal that payment in advance of the amount due will take place or that Principal will provide proper securities to the amount Compare may demand from Principal under the Agreement. Compare will have a credit check done for each Principal.
- 7.17. Principal can no longer appeal to a default in the measurements of Compare if he failed to lodge a protest regarding this error within due time after he discovered the default or within reason should have discovered it. The right to receive a corrected invoice due to deviations in measurements will lapse in any case after two months following the date of invoice.
- 7.18. In case of any disputes concerning the measuring results the measuring data of Compare will prevail. Should Principal have any doubts on the correctness of the administration and measuring data of Compare he should report this in writing immediately. In that case Principal is authorised to have, to a maximum of once a year, the administration of Compare inspected and audited by an independent accountant. This audit will be done during normal office hours and without this being in conflict with any normal activities of Compare. The costs for such an audit, including but not limited to, the costs for Compare, will be charged to Principal, unless the audit will show there are indeed serious irregularities.
- 7.19. In case no audit has been carried out within three months after reporting the doubt regarding the correctness of the administration and measuring data of Compare, the right to an audit will lapse unless exceeding the term was not attributable to Principal or not at the risk of Principal. Should Principal not make use of the possibility to have an audit done, the measuring data of Compare are deemed to be correct and Principal will not be able to prove otherwise.

#### **Article 8 – Suspension**

Compare will reserve the right to suspend their services and to exclude Principal from each further use of the services by et al. removing his Product information without being required to pay back any already collected payments, in case Principal:

- i. in any way acts in breach of the Agreement or these General Terms and Conditions;
- ii. fails to pay any invoice within the payment term;
- iii. infringes the (intellectual property) rights of third parties; or
- iv. acts in breach of the current laws and regulations,

undiminished the right of Compare to demand to meet all their payment requirements, to take further legal action against Principal and/or to demand compensation for damages.

#### **Article 9 – Intellectual property**

- 9.1. All rights of intellectual or industrial property regarding all under the Agreement developed and/or materials made available like reports, advice, data, hereinafter: "Information", lie exclusively with Compare or their licensors, unless explicitly agreed upon otherwise in writing.
- 9.2. Principal will obtain the non-exclusive, non-sub-licensable and non-transferrable right to only use the Information for the purpose for which this information has been placed at his disposal and without prior consent from Compare the information may not be reproduced, disclosed or communicated to third parties.
- 9.3. Principal is not allowed to remove or change any indication

regarding copy right, brand names, trade names and other rights as to intellectual or industrial property from the Information.

- 9.4. Insofar pursuant to any statutory provision Principal might be entitled to any intellectual or industrial property or beneficial ownership of such a right in the Information, Principal is required to lend their cooperation whenever necessary, to transfer these rights to Compare upon first request of Compare.
- 9.5. Compare will safeguard Principal against each legal claim based on the assertion that the Information is in breach of rights of third parties, on the condition that Principal will immediately report the asserted breach in writing to Compare and will leave the matter totally for Compare to deal with and that they will assist Compare whenever required and provide them with all the necessary information.
- 9.6. In case the use of the Information is restricted or prohibited, Compare will, at their discretion, choose whether:
  - i. the Information will be replaced so that it no longer is in breach of any rights of third parties; or
  - ii. to adjust the Information to the extent that it no longer is in breach of any rights of third parties; or
  - iii. to obtain after all a right of use for Principal for the Information.
  - iv. to terminate the Agreement in writing.
- 9.7. Compare will hereby explicitly exclude any other form of another or more extensive liability for damage resulting from an asserted breach of rights of third parties.

#### **Article 10 – Privacy**

Principal will treat all information obtained in relation to the service of Compare in accordance with the laws and regulations applicable.

#### **Article 11 – Confidentiality**

- 11.1 Parties will make sure all confidential information they receive from the other Party will be kept strictly confidential. They will also impose this obligation onto their staff members and possible called in third parties in connection with the execution of the Agreement.
- 11.2 Information will in each case be considered confidential if one of the Parties indicates that such information is confidential.

#### **Article 12 – Force majeure**

- 12.1 Parties are not kept to meet any requirement in case they were prevented thereto as a result from force majeure. By force majeure on the part of Compare is meant, including, but not limited to, a non-attributable shortcoming of suppliers and/or other third parties Compare are making use of.
- 12.2 Parties can suspend their obligations under the Agreement during the time that the force majeure is still going on. Should this take longer than two months, each of the Parties is authorised to dissolve the Agreement.
- 12.3 To the extent Compare at the time of when the force majeure began, already had observed part of their obligations under the Agreement, they are authorised to charge the part already done.
- 12.4 Compare are also authorised to appeal to force majeure in case the circumstances resulting from the force majeure started after Compare should have done their work and/or rendered their services.

#### **Article 13 – Liability**

- 13.1 Should Compare be liable, then this liability will be limited to what has been provided in this article. Except for the cases as mentioned in this article, Compare cannot be held liable for any compensation, regardless of the reasons on which an action to compensation will be based. Insofar it is legally

allowed, the provisions in this article also apply to the (possible) licensors of Compare.

- 13.2 The total liability of Compare due to attributable shortcomings as to observance of the Agreement or otherwise is limited to compensation for direct damage to a maximum amount of what has been agreed upon under the Agreement and the price paid by Principal. In case the Agreement however, has a duration exceeding 6 months, the agreed price will be set to the compensation owed during the last 6 months. Under no circumstances, however, will the total compensation for direct damage exceed EUR 12,500.00 (twelve thousand five hundred euros).
- 13.3 By 'direct damage' will only be meant:
- i. the reasonable costs incurred for establishing the cause and amount of damage;
  - ii. any reasonable costs incurred to get the performance of Compare to be in conformity with the Agreement, unless these costs cannot be attributed to Compare;
  - iii. any reasonable costs incurred to prevent or limit damage, insofar Principal can prove that these costs have led to limitation of direct damage.
- 13.4 Compare are never liable for any indirect damage, including consequential damage, loss of profit, missed savings, damage due to business stagnation and damage due to loss of data.
- 13.5 The limitations as to liability for direct damage included in these General Terms and Conditions do not apply in case the damage can be attributed to intent or gross negligence of Compare or their subordinates.

#### **Article 14 – Termination**

- 14.1 The Agreement will be entered into indefinitely, unless explicitly agreed upon otherwise in writing. Compare are at all times authorised, without stating any reason, to remove Product information of Principal, to stipulate additional requirements as to the use of the service or to terminate the Agreement immediately.
- 14.2 Principal can at each desired moment terminate the use of the service of Compare. During the following correct processing of the data base of Principal the Product information of Principal will be removed and by doing so, the Agreement will be dissolved. Article 14.5 will remain in full force and effect.
- 14.3 Undiminished any other right attributable to Compare, Compare are authorised to dissolve the Agreement extrajudicially in case Principal attributable fails to meet his requirements under the Agreement and does not restore such failure after having been given proper notice in writing, within a reasonable period of time.
- 14.4 Each of the Parties is authorised to partly or fully dissolve the Agreement without notice in writing, immediately, in case the other party has applied for suspension of payment, or the other party has filed for bankruptcy or has been declared bankrupt, or when the company of the other party has ceased their activities, or that control over the company of the other party, will be fully or partly transferred to a third party or is merging with a third party.
- 14.5 In case Principal already received performances for execution of the Agreement, these performances and the payment requirements associated with those, will not be subject to cancellation. Amounts invoiced by Compare prior to the dissolution will remain undiminished due, with respect to the previous sentence, and will be payable immediately following the moment of dissolution.
- 14.6 Principal is not entitled to any compensation by Compare in connection with termination of the service by Compare. Principal waives any right to compensation.

15.1 To these General Terms and Conditions and each Agreement, Dutch law applies.

15.2 All disputes resulting from or in connection with these General Terms and Conditions and/or each Agreement will only be submitted to the competent judge in the Utrecht District.

#### **Article 15 – Applicable law and competent judge**