

## **GENERAL TERMS AND CONDITIONS YOUR CITY GUIDE**

Having its registered office at Binckhorstlaan 123, 2516 Den Haag, the Netherlands

Registered with the Dutch Chamber of Commerce under number 94517037

### **Artikel 1. Introduction**

Your City Guide provides various types of city maps (hereinafter: “products”) to hotels (hereinafter: “partners”). Your City Guide offers third parties, such as local businesses in various sectors – including hospitality, lifestyle, beauty, and retail – the opportunity to place an advertisement in one or more of its products. This advertisement may appear on the physical city maps (print) and/or through Your City Guide’s digital channels, such as the website and/or social media (hereinafter collectively: “online exposure”). A business that purchases advertising space from Your City Guide is referred to as an “advertiser”. The advertiser pays a fee (hereinafter: “advertising fee”) for the use of advertising space, depending on the chosen form of placement (print, online, or both).

### **Article 2. Applicability and hierarchy**

1. These general terms and conditions apply to all offers, quotations and agreements between Your City Guide and advertisers who make use of the advertising services provided by Your City Guide.
2. If one or more provisions of these general terms and conditions or any other agreement with Your City Guide should conflict with a mandatory legal provision or any applicable regulation, the relevant provision shall be deemed null and void and shall be replaced by a new, legally permissible and comparable provision to be determined by Your City Guide.
3. In the event of a conflict between the content of an agreement concluded between the advertiser and Your City Guide and these General Terms and Conditions, the content of the agreement shall prevail.

### **Article 3. Quotations and formation of the agreement**

1. The agreement is concluded upon acceptance of the quotation or offer by the advertiser. The advertiser is not permitted to disclose the quotation from Your City Guide or share it with third parties in any way, unless with prior written consent from Your City Guide.
2. If the advertiser gives verbal consent to the quotation and agrees that Your City Guide may carry out work falling within the scope of the services described in the quotation, this shall constitute acceptance of Your City Guide’s written quotation.
3. Obvious errors or typographical mistakes in the offer or quotation from Your City Guide shall not be binding on Your City Guide. Quotations and offers do not automatically apply to future assignments.

### **Article 4. Term, renewal and termination of the agreement**

1. The agreement is entered into for a period of 12 months. The notice period is 3 months.
2. Upon expiry of the agreed period, the agreement shall be tacitly renewed for successive periods of 12 months, unless either party terminates the agreement no later than 3 months before the end of the current term.
3. Both the advertiser and Your City Guide have the right to terminate the agreement with due observance of the applicable notice period.
4. If the advertiser terminates the agreement during the current contract year, the advertiser is not entitled to a (partial) refund of the agreed advertising fee(s).
5. Termination of the agreement does not release either party from any obligations relating to physical products that have already been produced or are in production and in which the

advertiser's advertisement has been included. Your City Guide is not obliged to amend, reprint, or withdraw printed materials as a result of termination.

#### **Article 5. Cooperation with hotels**

1. Your City Guide makes arrangements with its partners regarding the manner and extent of distribution of its products. However, Your City Guide shall not be liable for any damages suffered by the advertiser if one or more partners fail to comply with the agreed distribution arrangements.
2. Partnerships with partners are subject to ongoing changes. Your City Guide will make reasonable efforts to maintain and expand the number of partners, but cannot prevent partners from terminating their collaboration with Your City Guide or ceasing their business activities. If a specific partner discontinues its cooperation with Your City Guide and therefore stops distributing the products, Your City Guide will endeavour to replace that partner with a comparable one, but gives no guarantees in this respect. Your City Guide is not liable for any damages suffered by the advertiser due to the discontinuation of one or more partners, or of a specific partner in particular. The agreement with the advertiser remains in force even if cooperation with certain partners ends. In such cases, the advertiser is not entitled to a (partial) refund of advertising fees already paid.
3. In certain cases, a partner, such as a hotel, compiles its own list of advertisers and also provides the (visual) content to be included on the relevant map. In such cases, the partner is solely responsible for the selection of advertisers and the content of the materials provided. Your City Guide accepts no liability for the accuracy, completeness, or lawfulness of the content provided by the partner. See also Article 12.4 of these general terms and conditions.

#### **Article 6. Submission and placement of advertising material**

1. In order to enable Your City Guide to include the advertiser's advertisement in its products, the advertiser must supply the necessary (visual) material. This material must be submitted in accordance with the instructions and specifications (file format, colour profile, resolution, etc.) provided by Your City Guide. This applies both to printed materials and online exposure. If the advertiser fails to provide the material on time or in accordance with the specifications after the agreement has been concluded, the advertiser shall still owe the full agreed advertising fee to Your City Guide, regardless of whether the advertisement is placed.
2. The advertiser must hold all necessary (intellectual property) rights and licences for the use of the (visual) materials submitted to Your City Guide, including use in print, online (social media/website), and any other agreed use. The advertiser is liable for all damages suffered by Your City Guide resulting from third-party claims based on (alleged) infringement of intellectual property rights in connection with the materials provided and indemnifies Your City Guide against such claims.
3. Your City Guide issues a new print edition of its products once a year. The advertiser therefore has the opportunity to change their advertisement once per year. Changes must be submitted no later than 3 months prior to the planned publication date of the new edition, and must meet the instructions and specifications of Your City Guide. If the advertiser fails to submit the desired changes on time or in the correct format, the advertiser shall remain liable for the full agreed advertising fee.
4. Your City Guide will send the advertiser a (digital) proof before the products are printed. The advertiser must review this proof for accuracy, clarity and completeness within 5 working days. If no response is received within this period, the proof shall be deemed approved and further changes or complaints will no longer be accepted.
5. Advertisements placed online will be published through digital channels managed by Your City Guide, such as the website and/or social media platforms. Your City Guide determines the exact

placement, format, and duration of the online exposure, unless agreed otherwise in writing. Online advertisements may be modified during their term at the advertiser's request, provided the new materials meet Your City Guide's requirements and are submitted in time. The advertiser may request changes to online advertisements twice per year free of charge. Your City Guide reserves the right to charge reasonable fees for additional changes. Your City Guide will make reasonable efforts to ensure online visibility for the agreed duration, but does not guarantee uninterrupted or error-free display, nor specific visitor numbers, clicks, or conversions.

6. In all cases, Your City Guide reserves the right to reject or remove submitted materials if they are contrary to laws and regulations, public decency, third-party rights, or the legitimate interests of Your City Guide.

#### **Article 7. Exclusivity**

The advertiser cannot claim exclusivity with regard to the services provided by Your City Guide. Your City Guide is permitted to also serve the advertiser's direct competitors, unless expressly agreed otherwise in writing.

#### **Article 8. Obligation of effort**

The obligations arising for Your City Guide under the agreement with the advertiser are to be regarded as obligations of effort rather than obligations to achieve a specific result, unless explicitly agreed otherwise in writing.

#### **Article 9. Rates**

1. Advertising fees are set out in writing in the agreement or in the quotation provided by Your City Guide. All rates are stated in euros and exclusive of VAT.
2. If the agreement is a continuing performance agreement, the amounts due shall be invoiced annually to the advertiser in advance of the new period, unless otherwise agreed in writing.
3. Your City Guide is entitled to adjust its rates annually based on the Consumer Price Index for commercial services as published by the Dutch Statistics Bureau (index 2021 = 100). In addition, Your City Guide reserves the right to adjust its rates at any time. If Your City Guide increases its rates by more than 10% in any given year, the advertiser shall have the right to terminate the agreement with effect from the date on which the proposed rate change takes effect.

#### **Article 10. Payment terms**

1. Your City Guide is entitled to invoice the agreed advertising fees annually in advance. The annual invoice will be sent to the advertiser at the time the products are delivered to the partners (a new edition is issued each year).
2. Payment of invoices must be made within 14 days of the invoice date, in the currency stated on the invoice and via the method indicated by Your City Guide, unless a different payment term or method has been agreed in writing. Your City Guide is entitled to send invoices digitally.
3. If payment is not made within the specified term, or if a direct debit cannot be executed or is reversed, the advertiser shall be in default by operation of law, without the need for a further notice of default.
4. From the moment the advertiser is in default, interest of 1% per month shall be due on the outstanding amount, unless the statutory commercial interest rate is higher, in which case that rate applies. A part of a month shall be counted as a full month. All (extra)judicial costs incurred by Your City Guide in collecting payment – both in and out of court – shall be borne by the advertiser. In such cases, the advertiser shall owe a fee of at least 15% of the outstanding amount, with a minimum of €150.00. If the actual costs incurred by Your City Guide exceed this amount, those shall also be reimbursed.

5. A claim for payment becomes immediately due and payable in the event the advertiser is declared bankrupt, applies for suspension of payments, has their assets seized in full, passes away, or enters into liquidation or is dissolved.

#### **Article 11. Copyright**

The copyrights to the products are owned by Your City Guide, regardless of whether the advertiser was charged any fees for the creation or placement of their advertisement.

#### **Article 12. Liability**

1. If Your City Guide is liable for any damage, such liability shall be limited to compensation for direct damages only, up to a maximum of the most recent annual fee charged by Your City Guide to the advertiser for the placement of the advertisement(s).
2. Your City Guide shall not be liable for any indirect damage, including but not limited to consequential damage, loss of profit, missed savings, reputational or image damage, corruption or loss of (business) data, data stored on equipment owned by Your City Guide, or business interruption.
3. Your City Guide shall not be liable for any damage resulting from reliance on incorrect and/or incomplete data or information provided by or on behalf of the advertiser, including but not limited to files submitted by the advertiser such as logos and advertisements.
4. If a third party, such as a hotel, provides advertisement content on behalf of the advertiser or selects which advertisers are included in a product, that third party shall be fully responsible for the accuracy, completeness, and lawfulness of the submitted content. In such cases, Your City Guide shall not be liable for any incorrect, inappropriate, or unlawful content, nor for any damage resulting from it.
5. The limitations of liability for direct damage set out in these general terms and conditions do not apply in cases where the damage is the result of intent or deliberate recklessness on the part of Your City Guide.

#### **Article 13. Amendment and interpretation of the general terms and conditions**

1. Your City Guide is entitled to amend these general terms and conditions. Such amendments shall take effect on the date announced as the effective date. Your City Guide will send the amended terms and conditions to the advertiser in a timely manner. If no effective date is communicated, the amendments shall take effect with respect to the advertiser as soon as the advertiser has been informed of the changes.
2. In the event of any interpretation of the content and scope of these general terms and conditions, as well as in the event of any conflict between the content or interpretation of any translations of these terms and the Dutch version, the Dutch text shall always prevail.

#### **Article 14. Applicable law and jurisdiction**

1. The agreement shall be governed exclusively by Dutch law.
2. Unless otherwise required by mandatory legal provisions, all disputes arising in connection with this agreement shall be submitted to the competent court in the district where Your City Guide has its registered office.