

General Advertising Terms and Conditions of HARDWARE INFO & TWEAKERS (“DPG Technology”)

Version 16 July 2020

1. APPLICABILITY

- 1.1 These general conditions apply to every offer and quote of Hardware Info and/or Tweakers and other offline and online platforms referred to in offers and quotes (jointly referred to as “**DPG Technology**”) (Hardware Info and Tweakers are publications of DPG Online Services B.V., having its registered office and principal place of business in (1018 LL) Amsterdam at Jacob Bontiusplaats 9, registered with the Amsterdam Chamber of Commerce under number 34265814), all of the advertiser’s orders, all order confirmations and all contracts between DPG Technology and an advertiser (hereinafter “Advertiser”) with regard to the placement of advertisements on DPG Technology’s websites, magazines, journals, newsletters, digital editions and apps, as well as other activities and services performed by DPG Technology in this context. These General Terms and Conditions form an integral part of the contract with the Advertiser. These DPG Technology General Advertising Terms and Conditions (“Advertising Terms and Conditions”) are available at <http://www.dpgtechnology.nl>.
- 1.2 DPG Technology explicitly rejects the applicability of the Advertiser’s purchase or other conditions, or those of any third party.

2. Conclusion of the contract

- 2.1 Unless explicitly stated otherwise, all proposals and offers made by DPG Technology are free of obligations and are valid for 14 days.
- 2.2 Contracts are concluded (i) when the Advertiser or its representative signs the relevant contract, (ii) when DPG Technology sends an order confirmation or (iii) when DPG Technology actually implements an order issued by the Advertiser.
- 2.3 The date on which the contract commences is the date stated in the order confirmation or, failing that, the date when DPG Technology first commences actual execution of the order.
- 2.4 A contract may be concluded for one or more titles published by DPG Technology (on its websites, magazines, journals, newsletters and apps) for a certain period of time, for specific advertising options and/or online advertisements, as described in DPG Technology’s pricing documentation (hereinafter “the Rate Card”). The Rate Card is available at <http://www.dpgtechnology.nl>
- 2.5 The advertising space stated in a contract may be enlarged in accordance with the then applicable prices stated in the Pricing Documentation. If the Advertiser wishes to enlarge the advertising space, the Advertiser can submit a written request to that effect to DPG Technology (including by email). If DPG Technology consents to the enlargement, the provisions of clause 2.2 will apply accordingly.

- 2.6 DPG Technology reserves the right to change the date(s) of publication of a magazine, journal or newsletter and to adjust the print run during the term of the contract. DPG Technology endeavours to ensure that its websites, newsletters, digital editions and apps are accessible to visitors. However, DPG Technology cannot guarantee that the websites and apps will be fully available or available without interruption at all times, and reserves the right to block a website or app or to suspend use of it without prior warning for the purpose of maintenance, updates or improvements, or to modify, enlarge, delete or otherwise change a website or app. DPG Technology is not liable for any resulting loss and/or damage.
- 2.7 The contract ends on the expiry of the agreed term. If a contract relates to a one-off order for the placing of an advertisement, it will end on completion of the order. No contracts will be concluded with retroactive effect.
- 2.8 Both parties are entitled to terminate the contract in writing with immediate effect and without judicial intervention if:
- a. the counterparty does not fulfil an obligation under the contract or fails to do so in a timely or proper manner and fails to remedy this within ten (10) business days after a written notice of default, unless the failure, given its particular nature or minor importance in relation to the obligations entered into, does not justify termination and the consequences arising from it;
 - b. a winding-up petition is filed for the counterparty or the counterparty is declared insolvent;
 - c. the counterparty applies for a moratorium or a moratorium has been granted to it; or
 - d. the counterparty ceases its activities and/or is wound up.
- 2.9 Any stipulations in these Terms and Conditions for Advertising and in the contract which, by their nature, are intended to continue after termination of a contract will remain in force between the parties on termination of such contract.

3. Inspection by the Advertiser

- 3.1 The Advertiser is obliged to inspect the contract or order confirmation for correctness and completeness. If any deviations from the Advertiser’s written instructions are found, the Advertiser must report these immediately. If the Advertiser fails to do so, the arrangements between the parties as recorded in the communication from DPG Technology will apply.

4. Prices & discount

- 4.1 Unless explicitly stated otherwise, all prices are in euros and are exclusive of VAT.

4.2 The prices charged by DPG Technology are applicable to all contracts, as specified in the Rate Card.

4.3 DPG Technology reserves the right to review the prices, discounts and other related data in the Rate Card.

4.4 If measuring systems have to be used to determine the fee for an online advertising campaign, DPG Technology's measuring systems prevail. In accordance with the customary standards in the sector, any difference of up to 10% between the ad impressions measured by both parties will be regarded as customary and will therefore not constitute a reason to revise the fee. If the difference between the ad impressions measured by both parties exceeds 10%, DPG Technology and the Advertiser will jointly investigate the cause of these differences with a view to resolving them. When determining the fee, DPG Technology's measurement results will continue to prevail until the parties have jointly established the cause of the differences in the measurements.

5. Non-purchase

5.1 If the Advertiser fails to purchase the agreed advertising space within the term of the contract, the right to use the advertising space which has not been purchased will lapse. In such an event, the Advertiser is obliged (i) either to pay the full amount corresponding to the agreed purchase obligation, or (ii) to pay the difference between the agreed amount and the amount, according to the prices and discounts, of the volume actually purchased, at DPG Technology's discretion. In the latter case, DPG Technology will submit a revised calculation of the prices and discounts based on the volume actually purchased.

6. Liability

6.1 Except in the event of wilful misconduct or gross negligence, DPG Technology accepts no liability whatsoever for any loss and/or damage whatsoever arising from the failure to place an advertisement, the failure to place an advertisement in good time or the incorrect placement of an advertisement.

6.2 DPG Technology's total liability for an attributable breach or unlawful act is limited at all times to the amount of the sum due and paid by the Advertiser for the relevant advertisement. Liability for indirect loss and/or damage, including in any event consequential damages, damages due to delay, loss of profit, lost savings, losses due to business interruption and losses due to loss of data, is excluded at all times. Any other or more far-reaching liability not stated in these Terms and Conditions for Advertising is explicitly excluded.

7. Cancellation & Delivery

7.1 If the Advertiser cancels an order, the Advertiser owes DPG Technology cancellation charges in accordance with the table below. The cancellation charges are expressed as a percentage of the amount owed for the relevant reservation or order.

Digital	Cancellation less than 4 days before starting date	Cancellation on starting date
Cancellation charges	25%	100%

Print	Cancellation up to 5 business days before closing date	Cancellation less than 5 business days before closing date
Cancellation charges	0%	100%

Cancellations must be made in writing. When the first advert in a campaign has already been placed, the campaign may not be cancelled. Reservations and orders for creative custom-made drafts may only be cancelled if and insofar as this has explicitly been agreed. In the event of cancellation, the Advertiser is always obliged to pay the costs already incurred by DPG Technology at the time of cancellation, in addition to the cancellation charges.

7.2 The closing dates and times and the terms for the delivery of advertising material by the Advertiser and the delivery specifications (including technical specifications) may be viewed at <http://www.dpgtechnology.nl>.

7.3 DPG Technology may refuse to accept advertising material that is not delivered in conformity with the delivery specifications, or it may alter the material so that it does conform to the delivery specifications and charge any additional costs (including technical costs) to the Advertiser. If DPG Technology alters advertising material, the Advertiser is obliged to inspect the material delivered by or on behalf of DPG Technology for correctness and completeness. If any deviations from the Advertiser's instructions are found, the Advertiser must report these immediately. If the Advertiser fails to do so, the material produced or altered by or on behalf of DPG Technology is deemed to be correct.

7.4 If the Advertiser requests a certain specific graphic/technical design for its advertisement, the provisions of clause 7.3 apply, mutatis mutandis.

7.5 If the advertising space and/or advertising material is/are not delivered within the period specified, DPG Technology is entitled to refuse acceptance of the advertising material. If the advertising material is not delivered in good time or not delivered correctly, DPG Technology may charge the Advertiser the full price for the advertisement.

7.6 The Advertiser is responsible for delivering the advertising material to DPG Technology, regardless of the delivery method. DPG Technology will treat the advertising material with care, but is not liable for any damage to or loss of the advertising material or for the material otherwise becoming unusable or misplaced.

7.7 If advertising material is delivered in digital form, the Advertiser must ensure that the material is delivered safely and that the material contains no viruses or other programs that could damage DPG Technology's computer systems, programs or websites in any way. The Advertiser must ensure that the delivery method (in terms of size or otherwise) does not disrupt or disproportionately burden the normal operation

of DPG Technology's computer systems, programs or websites.

- 7.8 Requested corrections to advertising material will only be accepted and implemented by DPG Technology if these are reasonably possible, in the opinion of DPG Technology. Corrections that are received after the delivery deadline cannot be implemented.

8. Property (including intellectual property)

- 8.1 All rights and intellectual property rights in (i) the media, including editorial content, (ii) DPG Technology's websites and apps, including editorial content, (ii) the services that DPG Technology deploys or supplies in connection with the order and the results thereof, including creative drafts and proposals and (iii) data pertaining to users of DPG Technology's websites and apps, including subscriber data, data pertaining to newsletter users and any other information that is collected with respect to these users, are and will remain vested in DPG Technology. The contract does not imply that any licence or other rights are granted to the Advertiser.

- 8.2 By placing advertisements, placement data, texts, images, audio, files and data files, software or other information or materials on DPG Technology's websites or apps or making them otherwise available to DPG Technology, the Advertiser gives DPG Technology global, perpetual, transferable, non-exclusive, royalty-free permission to use this information and these materials, which includes, but is not limited to, the publication, modification, reproduction or other utilisation of this information on DPG Technology's website. The Advertiser guarantees that it is authorised to give this permission. DPG Technology will not be bound to keep the relevant information and materials secret.

- 8.3 The Advertiser is not permitted to publish advertising material, press releases or other matters of external publicity featuring DPG Technology's name or the DPG Technology brand or otherwise implicitly or explicitly referring to DPG Technology without DPG Technology's prior permission, which permission may be given subject to conditions.

9. Special circumstances & Force majeure

- 9.1 In the event of special circumstances, DPG Technology reserves the right to decide to keep all or part of its media free of advertisements, e.g. by not placing any advertisements on the home page in the event of breaking news and/or emergencies.

- 9.2 In the event that DPG Technology is prevented from performing the contract due to force majeure, DPG Technology is entitled to suspend performance of the contract for the duration of the force majeure, or to terminate the contract insofar as it relates to the placement of the relevant advertisement, without being liable for any compensation to the Advertiser. Force majeure will also be understood to mean failures on the part of third parties engaged by DPG Technology, and interruptions or breakdowns in the electricity and/or telecommunications facilities.

- 9.3 If the period of force majeure, referred to in the preceding paragraph, continues for more than two (2) months, either party will be entitled to terminate the contract.

10. Complaints

- 10.1 Any complaints relating to a printed advertisement must, at the risk of forfeiting the relevant claim, be submitted to DPG Technology in writing – including by email - as soon as possible and no later than three weeks after the date on which the relevant advertisement was placed. Any complaints about the placement of advertisements on DPG Technology's websites, newsletters, digital editions and apps must be brought to DPG Technology's attention in writing, including by email, within thirty (30) days after publication of the advertisement. Complaints submitted after this period will not be handled. The Advertiser may not submit complaints about the execution of any order placed by telephone or given in handwritten form, or about any advertisement which was not reserved or for which the material was not delivered in accordance with the provisions in clause 7, but which was nevertheless placed.

- 10.2 Any complaints about an invoice must be submitted in writing to DPG Technology no later than 21 days after the invoice was sent, failing which the claim will lapse.

- 10.3 Submitting a complaint does not release the Advertiser from its obligations, including the (timely) payment of the sum agreed in the contract or the order.

11. Own Advertisements

- 11.1 The Advertiser may only place advertisements relating to the natural person's or legal entity's own enterprise, or to one of the Advertiser's group companies as referred to in Article 2:24(b) of the Dutch Civil Code.

- 11.2 The Advertiser is not permitted to sell on advertising space allocated to it pursuant to the contract, or to place it at the disposal of third parties in any other way.

12. Refusal

- 12.1 DPG Technology is entitled at all times to refuse an advertisement submitted for placement without giving any reasons, or to suspend or discontinue an ongoing campaign.

13. Content of the advertisement

- 13.1 The Advertiser is responsible for the content of its advertisement. The Advertiser must guarantee that each advertisement it wishes to place is not unlawful or prejudicial to any third party or DPG Technology. In particular, the Advertiser guarantees that its advertisements do not contain any statements or expressions that contravene the law or regulations, public order or public morals, and that such advertisements do not infringe any rights or intellectual property rights of third parties. The Advertiser indemnifies DPG Technology against all third-party claims arising from the content and design of the advertisement submitted by the Advertiser.

14. Rich media & homepage takeover

- 14.1 DPG Technology has made arrangements with a number of Rich Media parties. In collaboration with these parties, the Advertiser pays the Rich Media costs for certain advertising products, as specified in the Pricing Documentation/Rate Card. Rich Media costs are payable by the Advertiser for other products, or if the Advertiser works with other providers.
- 14.2 The Homepage Takeover (Fixed Fee) has priority over all other home page formats. This means that in the event of scarcity the Homepage Takeover (Fixed Fee) will be placed first, after which the other advertising formats will be placed in any other positions that are then still available.

15. Programmatic buying

- 15.1 Additional conditions apply to advertising through programmatic buying. The content of advertisements must meet the following requirements:

- i) no pop-ups/pop-unders, redirecting, view to app store, etc.;
- ii) clear presentation of the Advertiser/brand in the advertisement;
- iii) the size of the advertisement must correspond to the size of the ad slot;
- iv) serving blanks is not permitted;
- v) clear presentation of the Advertiser/brand on the landing page;
- vi) no annoying/distracting display of advertisements;
- vii) the communication must be in Dutch;
- viii) advertisements may not be offensive in any way;
- ix) spreading malware or other unwanted software is not permitted;
- x) the communication must be clear and comprehensible to visitors.

- 15.2 DPG Technology customarily blocks a number of sectors and/or topics. A list of these is available at <http://www.dpgtechnology.nl>.

- 15.3 Buyers must make a bid of at least the floor price on 1,000 impressions to participate in an auction. Any bid lower than the floor price will be blocked and will prevent a buyer from participating.

16. Invoicing & payment

- 16.1 Invoicing will take place on the starting date (the first day on which the advertisement is placed) of an advertisement or advertising campaign. In the event of long-term campaigns, the parties may agree to invoice in instalments. DPG Technology may send its invoices either by regular mail or electronically, including by email. The Advertiser agrees to receive digital invoices from DPG Technology.

- 16.2 Payment must be made in full within 30 days after the invoice date. The Advertiser is not entitled to apply any discount or make any deductions. Any right to set-off or suspension by the Advertiser is excluded.

- 16.3 If the Advertiser has issued a direct debit mandate with respect to payments, it is obliged to maintain a bank balance that is sufficient to enable the relevant direct debits to be collected. If, when effecting such direct debits, collection of the payment is not possible for any reason, the full amount payable by the Advertiser shall become immediately due and payable upon discovery of the inability to effect such direct debits.

- 16.4 DPG Technology is entitled to demand advance payment for advertisements to be placed if the Advertiser owes any debts to DPG Technology, or if, in DPG Technology's opinion, the Advertiser is not sufficiently creditworthy, or if the parties agree to this in advance.

- 16.5 If the payment term is exceeded, the Advertiser will be in default *ipso jure* without notice of default being required. Without prejudice to its other rights, DPG Technology shall from that time be entitled to charge the applicable statutory interest under Article 6:119a of the Dutch Civil Code and to suspend the provision of its services.

- 16.6 Failure to pay the invoice amount within the term specified will result in all sums owed by the Advertiser becoming immediately due and payable. In such an event, DPG Technology will also be entitled to terminate all current contracts. Moreover, DPG Technology will also be entitled to demand payment of the difference between the applicable price for the advertising space purchased and the original price agreed, as compensation from the Advertiser, without prejudice to DPG Technology's other rights.

- 16.7 All judicial and extrajudicial costs incurred by DPG Technology in collecting any amount due to it will be payable by the Advertiser. These costs and expenses shall amount to at least 15% of the total amount or amounts due and will amount to a minimum of EUR 250, plus any interest due.

17. Advertising brokers

- 17.1 If an advertising broker concludes a contract or places an order in its own name on an Advertiser's behalf, it guarantees performance of the contract or order by the Advertiser, including compliance with these Terms and Conditions.

- 17.2 If an advertising broker concludes a contract or places an order on behalf of an Advertiser, the broker must, at DPG Technology's request, provide written evidence that it is authorised to represent the Advertiser, failing which the advertising broker will be deemed to have acted in its own name and at its own risk and expense, as if it were an Advertiser.

18. Confidentiality

- 18.1 The Advertiser shall treat all information in connection with proposals, offers, orders and/or contracts that it acquires from DPG Technology in whatever manner, including the contract itself, as strictly confidential both during the order or contract and after termination thereof, and it will not disclose this

information to third parties and will only make it available to its employees and/or to the third parties it engages, if and to the extent that this is required for the performance of the contract. This confidentiality obligation does not apply if the Advertiser is obliged by law or pursuant to a binding decision of a court to disclose the information, or if the information is generally known due to reasons other than a breach of this confidentiality obligation.

19. Privacy & cookies

- 19.1 The Advertiser guarantees that it will act in accordance with all applicable laws and regulations, including those relating to personal data protection and unsolicited communication, codes of conduct and other forms of self-regulation, as well as with any further rules to be set by DPG Technology. The Advertiser fully indemnifies DPG Technology against all potential third-party claims arising from the Advertiser's failure to comply with the provisions of this clause or with any applicable laws and regulations. Furthermore, the Advertiser shall reimburse DPG Technology in full for all losses and/or damage, penalties and costs that DPG Technology incurs in connection with the foregoing.
- 19.2 To the extent that advertising material supplied by the Advertiser contains personal data, the following applies: (i) the Advertiser acts as a controller and DPG Technology as a processor; (ii) the Advertiser warrants that DPG Technology's processing operation is lawful and does not infringe any third-party rights; (iii) DPG Technology will only process the personal data in accordance with the Advertiser's prior written instructions or where the processing operation is required for the performance of the agreement with the Advertiser; on the understanding that DPG Technology will notify the Advertiser as quickly as possible (a) if one of the Advertiser's instructions infringes the applicable laws and regulations relating to the protection of personal data or (b) if DPG Technology is legally required to process the personal data; (iv) DPG Technology will implement adequate technical and organisational security measures; (v) DPG Technology will not engage a sub-processor and will not have any personal data processed outside the EU in countries without an adequate level of protection, without the Advertiser's prior written consent; (vi) at the Advertiser's request, DPG Technology will submit information showing that DPG Technology complies with the conditions set out in this clause; (vii) if necessary, DPG Technology will assist in processing a request from a data subject by the Advertiser or in data impact assessments carried out by the Advertiser, or in (prior) checking by a competent supervisory authority; (viii) DPG Technology will notify the Advertiser without delay but in any event within 48 hours (a) after discovering a data breach, its consequences and the remedial measures taken and (b) after learning of an investigation by a supervisory authority unless DPG Technology is bound by confidentiality; (ix) DPG Technology will remove the supplied advertising material after three (3) months.
- 19.3 The Advertiser is only permitted to collect the following anonymous metadata, via cookies, scripts or in any other way: (i) viewing frequency of the advertisement (number of views) and (ii) the number of clicks, accompanied by the following additional information: screen resolution, browser and operating system used and which part of the advertisement

was viewed. Subject to the above, the Advertiser is expressly prohibited from collecting information, storing information on or gaining access to information on the hardware of users of DPG Technology's websites or apps via cookies, scripts or in any other way. More specifically, collecting data for the purpose of retargeting, audience targeting and behavioural targeting of information on the behaviour of users of DPG Technology's websites or apps is prohibited unless DPG Technology's consent to this has been obtained in advance.

20. Miscellaneous

- 20.1 DPG Technology reserves the right to obtain further information about the origin of the advertisement submitted and the Advertiser's identity.
- 20.2 If an Advertiser organises a promotional game of chance in collaboration with DPG Technology, with the Advertiser making the prize of the promotional game of chance available, any tax on games of chance will be payable by the Advertiser.
- 20.3 DPG Technology is entitled to engage third parties in its performance of the contract with the Advertiser.
- 20.4 Deviations from and additions to these Advertising Terms and Conditions are only valid if they are agreed with DPG Technology in writing (including by email).
- 20.5 If any provision of these Advertising Terms and Conditions is void or is nullified, the other provisions will remain in full force. DPG Technology and the Advertiser will then consult each other in order to agree on a new provision to replace the void or nullified provision, with due consideration given to the objective and content of the void or nullified provision.
- 20.6 DPG Technology may amend its General Terms and Conditions at any time. For this reason, DPG Technology advises regular perusal of the Advertising Terms and Conditions at <http://www.dpgtechnology.nl>
- 20.7 These Advertising Terms and Conditions, the contract(s) and all proposals and offers of DPG Technology are governed by Dutch law. All disputes arising from contracts concluded with DPG Technology will be referred exclusively to the competent court in Amsterdam.

21. Additional terms and conditions for test products

- 21.1 If an Advertiser/supplier submits products for testing by DPG Technology (at its own initiative or at DPG Technology's request), it does so at its own risk and expense.
- 21.2 Unless there is wilful misconduct or gross negligence, DPG Technology accepts no liability whatsoever for any loss and/or damage whatsoever arising from the publication or not of a product review.
- 21.3 Within 60 days after sending in the product, the Advertiser/supplier can let DPG Technology know in writing that it would like to receive back the product after it has been tested. If the Advertiser/supplier does not do so, the product becomes the property of DPG Technology.

- 21.4 The costs and responsibility of the return shipments of a product will be at the risk and expense of the Advertiser/supplier.
- 21.5 The submitted products are not insured by DPG Technology. The Advertiser/supplier bears the risk of a product defect or theft.
- 21.6 DPG Technology will notify the Advertiser/supplier by email that it intends to carry out a destructive test with/in the product. If the Advertiser/supplier does not want this to be done, it must notify DPG Technology of this by email within 5 days. If DPG Technology has not received such notification from the Advertiser/supplier within that period, it will presume that the Advertiser/supplier has agreed to a destructive test.
- 21.7 No rights may be derived from the submission of a product. DPG Technology does not guarantee that it will actually test a product and/or publish a product review. DPG Technology's editorial board reserves the right to decide whether and where a review of the tested product is published.
- 21.8 All rights (including intellectual property rights) to DPG Technology's reviews will remain vested in DPG Technology. Without DPG Technology's explicit consent, the Advertiser/supplier is not permitted to publish (or republish) or use reviews (or parts of reviews).
- 21.9 DPG Technology does not offer access to the test results, unless the parties have agreed to this or DPG Technology is of the opinion that the test results necessitate this.
