

General Terms and Conditions - Emerce B.V.

Article 1 – Applicability

1. These terms and conditions apply to all offers and tenders of Emerce B.V. (Hereinafter referred to as “**Emerce**”), every order of the Client, any Order Confirmation and any agreement between Emerce and a Principal with respect to placing Advertisements in the media, (hereinafter referred to as the “**Agreement**”), as well as other activities and services provided by Emerce in that context. The terms and conditions are an integral part of the Agreement.
2. These terms are applicable to all media, unless in an article (member) specific refer to Print Media and Online Media, in which case the relevant article (member) is only applicable to the corresponding type.
3. The Client accepts the applicability of these terms and conditions. The general conditions of the Client or a third party do not apply, and the applicability is explicitly rejected by Emerce. Any exceptions to these general Conditions are valid only if expressly agreed in writing.
4. If one or more provisions of these terms and conditions are void or annulled, the remaining provisions of these Terms and Conditions remain in full force. Emerce and Client will consult in this case; develop new rules to replace the void and / or unenforceable provisions to agree, where the purpose and intent will be taken into account as much as possible.

Article 2 – Priority

1. On each offer and proposal of Emerce, every job and every Client Order Confirmation, each Agreement as well as other activities and services done by Emerce in that context are applicable:
 - A. The conditions specified in the relevant Order Confirmation;
 - B. Provisions and (supply) conditions as stated in the corresponding rate cards, brochures / plus propositions and the websites of Emerce; and, but only and exclusively where it concerns Print Media:
 - C. The applicable Terms of Delivery for the Graphics Industry, filed with the Amsterdam District Court, to the extent concerning to the provisions relating to the receipt, handling and storage of the films made in the framework of an assignment and materials, and;
 - D. The applicable Rules for the Advertising Industry Foundation ROTA, filed at the Amsterdam District Court and the Chamber of Commerce in Amsterdam. These Conditions are an integral part of the Agreement.

2. Applies in the event of conflict between the various applicable conditions, in decreasing order of importance, the following order of priority: (i) the specific conditions that parties to a Concrete Convention have agreed, as mentioned in item (a), (ii) the present general conditions and (iii) the other remaining conditions set out in Article 2.1 in order of decreasing importance.

Article 3 – Definitions

1. In these general conditions, capitalized terms have the following meanings (singular and plural):
 - A. Advertising space: the space should be for placement of one or more ads devoted in the Media. Advertising space can be expressed in numbers of pages or page parts, numbers of columns, numbers of millimeters numbers of pixels and bytes, numbers of placements and numbers of Impressions.
 - B. Advertisements: expressions of any kind including, but not limited to, disclosures, announcements, advertisements, job postings and / or company profiles, that are in the Media included and all of the supporting material. The Plus propositions and Target Mailings are also covered by “ads”. The 'placement of Ads "is therefore also include the execution of a Plus Proposition or a Target Mailing.
 - C. Credit: A credit purchased by the Client that certain services can be decreased.
 - D. Group Company, a group company within the meaning of Section 2:24 of the Dutch Civil Code.
 - E. Impressions: in case of online advertisements:
 - i. the number of times the ad online at visitor of the website comes into the picture; and
 - ii. in the case of e-mail newsletters, the number of email addresses where the e-mail newsletter is sent. One (1) Impression is seen as one (1) placement.
 - F. Media. Media issued by Emerce. Two kinds of media are distinguished; know: Print Media and Online Media.
 - G. Online Media: by Emerce on or through its Web site issued electronic media, including but not limited to e-mail newsletters.
 - H. Order confirmation: the by Emerce provided confirmation of the client to the Client by

letter or email.

- I. Client: the natural or legal person who places an order with Emerce with related to placing an ad and / or CV database accesses.
- J. Agreement: has the meaning given in Section 1.1. of these terms and conditions.
- K. PlusProposition: products and/or claims of any nature whatsoever, in, near or on one of the Print media are combined and / or attached.
- L. Print Media: By Emerce issued physical media, including but not limited to paper media.
- M. Type: the type of ad that is substantively discussed. There are two types of Ads distinguished, namely recruitment ads (on staff recruitment targeted ads) and Display Ads (not on staff recruitment targeted ads).
- N. Target Mailing: the e-mail to a selected group of job seekers mailing, in order to bring to the attention a vacancy for example.
- O. Website: a compilation of web pages, software and databases which or through which the Online Media is published.

Article 4 – Of the Agreement

1. All Emerce quotations and offers are without engagement. Emerce reserves the right to refuse an order of the Client without giving any reason. Agreements come into existence by Client and Emerce signing an Order Confirmation.
2. All information incorporated by Emerce in bids and offers in relation to its products and services, including but not limited to prices, quantities, weights, size, quality, to the best of time and not binding, however an Order Confirmation signed by both parties is binding.
3. The content of the Order Confirmation contains, depending on the nature of the agreement in principle following: (I) the media in which the ads are placed, (ii) the agreed Advertising space, (iii) the already available relevant data regarding the ads and (iv) the agreed rate. Where appropriate, the Order Confirmation will also state the period of the Agreement.
4. Agreements for multiple placements in Print Media can be made only for Ads of the same type.
5. If the Client is acting directly or indirectly on behalf of an advertiser, the Client is responsible for the fulfillment of the provisions of the Agreement by the advertiser.

Article 5 – Duration of the Agreement

1. The effective date of the Agreement, the date of the Order Confirmation, or failing thereof, the date by Emerce first actual effect is given to the Client's order.
2. If the work to be performed by Emerce are sufficiently determined to size and time, it terminates the Agreement by completing this work.
3. If the Agreement is based on a system of credits, the following applies. Credits are valid until the use-by date specified in the Order Confirmation. If no external date is fixed or agreed otherwise, a use period of one (1) year after buying the credits. After the expiry of the use-by date void remaining credits. A Credit applies as consumed if the placement of an Advertisement before completion of the placement period is terminated, regardless of the reason for termination. The Client is not allowed to (have) a different ad placement for the remaining duration of the Credit. When all credits from an Agreement have been consumed or expired, ending that Agreement.
4. In all other cases, the Agreement shall terminate upon the expiry of the agreed contract term. If the parties have not agreed on a contract term, the Agreement deemed to have been concluded for a period of three (3) months and ends by the end of this term. If the Client does not decrease the agreed Advertising space within the applicable contract period, the client to Emerce can prior to the expiration of the term contract in writing to extend the contract period for up to two (2) months. Emerce where appropriate, will extend the Agreement and the remaining places fee Principal of the rate used at the time of placement by Emerce for the relevant Advertising Space. After the (extended) contract term expires the right of placement. However, the Client is obliged to the remaining contract value, including the amount relating to the unissued Advertising space refund immediately.
5. Provisions of these General Terms and Conditions which by their nature even after an Agreement to continue, even after the expiry of power between the parties.

Article 6 - Obligations of Parties

1. The Client shall ensure timely, complete and accurate delivery of the advertisement (s). The Client will observe the instructions given by Emerce and set guidelines for delivery of ads observed. Client is responsible for the accuracy and completeness of

the by him stated sizes and requirements on which Emerce bases its bids and offers.

2. The Client shall ensure timely, complete and accurate delivery of relevant placement data, if not (fully) specified in the Agreement. Client gives the placement data before the reservation deadline of the relevant media to Emerce.
3. If the Client Ad (s) do not provide ready placement, Emerce is entitled at its option (i) to

adjust the advertisement (s) and make ready placement, where the by Emerce made costs are changed to the client, or (ii) by sending back the advertisement (s) to the Client, in order to provide the ability. Client cannot stick Emerce to a timely placement if the advertisement (s) are not delivered placement ready. Emerce can put in effort to the Client to change the materials.

4. If the Client Ad (s) or the location data does not provide timely, Emerce entitled to refuse further placement, but is nevertheless able to change the date, which under of the Agreement is due.
5. Emerce aims at Print Media for the best possible representation of the submitted Ad (s), but does not guarantee an exact reproduction. Client must include at Print Media other to take account of the possibility of color deviations. Emerce accepts in this context express no liability.
6. Where the service of Emerce consists to enable the Client to place its own ad in one of the Online Media, then the Client will be responsible for the correct input, and regularly update and verify the ad.
7. In the Online Media Emerce strives to ensure that the Website is available for (authorized) visitors. Emerce not warrant that the Web Site at any time will be uninterrupted or entirely available. Emerce reserves the right to (i) blocking the Website without notice or these outside to be used for maintenance, modification or improvement thereof, and (ii) unannounced components to customize the Site, expand, delete or otherwise change. Emerce is not liable for damages resulting from the (temporarily) unavailable Website, regardless of the cause. Emerce does not warrant that the Site is free from errors, defects or computer viruses, Trojan horses, worms, time bombs and other software is intended to influence a computer system (negative).
8. The risk of misunderstandings regarding the content and implementation of the peace agreement by the Client, if such misunderstandings are caused by Emerce, not accurate, not timely or complete assignments, Classifieds, placement data or other communications from or on behalf of the Client.

Article 7 - Extensions

1. If at any time during the term of the Agreement the client wishes to expand Advertising space and / or CV Database Access, the Client can request this from Emerce upon written or telephone request. If Emerce agrees enlargement, it will send a customized Client Order Confirmation, which must be signed by both parties.
2. The rate that applies to the extension referred to in the preceding paragraph, is the by Emerce at the time of conclusion of the extension of the Convention applied rate and - where the Print Media concerned - on the basis of the prevailing scale. On the original amount of advertising space remains, however, the initial rate is of application.

Article 8 - Ad

1. Emerce is not responsible for the content of advertisements. For each ad the client stands

guaranteed that it is not unlawful or harmful to others or Emerce. In it particularly the Client guarantees that each ad (i) comply with all applicable laws and regulations and generally accepted within the industry standards and codes of conduct, (ii) accurate, complete and current, (iii) if it is a recruitment ad, actually existing, concrete and at the time of placement vacancy concerned, (iv) no (sexually) intimidating, insulting, includes discrimination, harassment or other controversial messages, (iv) no computer viruses, Trojan horses, worms, time bombs or other software which is intended to affect a computer system (negative) and (v) does not infringe on the (intellectual property) rights of third parties and not Emerce or otherwise unlawful or harmful to Emerce or third parties.

2. The Client shall indemnify Emerce, may arise as a result of third party claims against Emerce in connection with or in respect of breach of the guarantee at Article 8(1) above, which is subject to the limitation of liability at Article 14.
3. Emerce always reserves the right to refuse ads placement or modify content or design of an already placed ad in its sole discretion or remove, without in any way can lead to any right of Client compensation. For example, the reason may be that these Ads violate the general conditions or the laws and regulations applicable in the Netherlands, or that there is technical objections, disapproval of the content, nature, scope or form of advertisements presented.
4. In the event Emerce an Ad removes or rejects it on those grounds, it is entitled to change the Client costs made by Emerce as well as last income.
5. The Client warrants that no damage will be caused to the relevant print media by supplying Emerce with plus propositions. Client indemnifies Emerce such damage.

Article 9 - (Intellectual) Ownership

1. All (intellectual property) rights, including but not limited to copyright and database rights, the Media, the Web Site and all other Emerce made available software, files (including directories), materials (including software) and information, held solely by Emerce or its licensors. Client acquires only the use rights granted under these terms and conditions and the law. Or any other further right of the Client is excluded.
2. If and insofar as the service consists of Emerce for use by the Client software Emerce or its licensors to enable itself to place an ad in Online Media, then Emerce grants to the Client a non-exclusive, non-transferable right to use this software only in accordance with these terms and conditions insofar necessary to place the ad, change, or delete.
3. If the Client gets access to directories of Emerce the Client may retrieve these directories or parts thereof, (re) use, disclose and (though not reproduce in modified form), if it so prior has obtained written permission from Emerce.
4. By posting on the Website or otherwise make available to Emerce Ads, placement data, text, images, sounds, (data) files or other information or materials under an Order Confirmation, Client grants to Emerce a worldwide, perpetual, transferable, non-exclusive, royalty-free license to use such information and materials, including but not limited to the publish, adapt, reproduce, or otherwise exploit this information in the media or on the Website, Client warrants that he is entitled to authorize. Emerce will not be held to keep secret on the information and materials.

Article 10 - Rates

1. For each agreement and the agreed Advertising Space, apply whenever therein rates by Emerce at the time of conclusion of the Agreement applied. The actual rate varies depending on the type of media, the type Ad; though do not have CV Database Access for Print Media and the applicable scale.
2. As for Print Media are only used by the ladders of Emerce application. If there is a sliding scale depending on size, is that different sizes cannot be summed to arrive at the so favorable offset of a large size.
3. Rates and ladders only apply to advertising material by the Client. The Client is not permitted to allow third parties to benefit from the Client for rates and sliding scales by combining advertising material of Principal third-party advertising material. Third for the purposes of this article, any other natural and legal person other than the Client. At the request of the Client can deviate Emerce from these allowed determinations. Emerce will allow at least that Client advertising from third parties for the application of rates and ladders combined with advertising from Client if the third party is a Group Company of the Client.
4. Emerce is free to differentiate rates and staggered appointments including rates and staggered arrangements based on an expected volume with the client. Deviating rates and Offset agreements can only be agreed in writing and are up to twelve (12) months valid unless expressly agreed otherwise. If the volume to Such alternative arrangements are based and not realized by the client within the specified period or other conditions for the different rates and staggered appointments otherwise fails Emerce is entitled to change costs based on actual costs still standard rates and ladders in accordance with its then applicable rate (s).
5. Emerce reserves the right rates and the related data to revise a rate card. If such a rate revision also applies to the information already provided its contracts, provided that they are not placed or confirmed, the Client has the right to cancel issued or confirmed part of the contract without extra charge.
6. All rates are in Euros and must be plus VAT, unless otherwise is indicated.
7. Emerce is free to adopt a system of credits. Once purchased, Credits cannot be redeemed for cash. Client credits are tied and transferable. Credits should therefore only be used for placing your own advertisements within the agreed period.
8. Emerce is free to work in Online Media on a 'cost per click'. The number of clicks is measured by the basic system of Emerce. The measurement data are as Emerce considered leading. Client is required where appropriate advance further agreed to will

amount to deposit at Emerce depot.

9. Emerce maintains a distinction between preference wishes regarding placements and concrete, explicit agreements regarding placements. For preference wishes brings Emerce no additional fee. Preferred Client Wishes regarding placements will therefore never apply as a condition for the Agreement as such. Emerce will put effort in holding in account the preference wishes, but cannot be held accountable.
10. Unless explicitly stated otherwise, the on the listed number of runs are not guaranteed. If a warranty edition stated that warranty covers the year indicated with regard to paid circulation (HOI-reporting, category A). If the annual report shows that the year paid circulation is less than the guaranteed circulation, then a refund of 75% of the percentage difference between the paid year edition and the warranty edition.

Article 11 - Payment

1. The Client is obliged to pay invoices within thirty (30) days after the invoice date. Client is not entitled to apply any discount. The right of setoff and suspension Client is excluded.
2. Emerce is free with Client to make different payment arrangements. Deviating payment arrangements can only be agreed in writing.
3. Emerce is entitled to request advance payment of fees or guarantees regarding payments if there exists towards the opinion of Emerce rise or still occurs. Emerce is entitled to suspend its services until the requested advance payment or Warranty are met.
4. If the term of payment Client by right without in default. Without prejudice to its other rights Emerce from that moment Entitled to statutory interest under Article 6: 119 BW bring into account and the execution of the Agreement to be suspended. If Emerce decides to take collection measures to take out the costs involved, both extrajudicial and judicial, for the account Client. The cost is at least 15% of the amount due.

Article 12 - Premature Termination

1. A party may terminate the Agreement in writing without judicial intervention terminate if the other party, even after a written reminder setting a reasonable deadline to remedy the failure, over that period continues to fail to comply of its obligations under the Agreement.
2. A party is entitled to the participation Agreement without judicial intervention to say if the other party becomes bankrupt, applies for a moratorium or ceases operations. To the extent permitted by law, Article 7: 408 paragraphs 1 and 2 of this Code shall not apply.
3. Emerce is entitled to the participation Agreement without judicial intervention to say if they stop the media on which the Agreement is applicable with.
4. None of the aforementioned termination possibilities is Emerce owned any damages or refund of the payments to the Client.
5. Prior cancellation by the Client of any order or reservation is not possible unless the parties expressly the possibility of cancellation, and terms for this are agreed. Cancellation in this case is only possible within the agreed deadline. In case of premature cancellation

by Client, Emerce has the choice to pay back the fee, or to pay the fee in credits.

Article 13 - Force Majeure

1. In the event Emerce prevented by force majeure to perform the Agreement, Emerce has the right to the execution of the agreement to suspend for the duration of the impediment, then or the Agreement as it relates to the execution of the relevant Ad saying, without being obliged to pay any compensation to the Client. In these cases, Emerce is mandatory to inform the Client as soon as possible of the impediment set up and speak out in respect of the choice indicated above.
2. Force majeure is understood shortcomings of third parties engaged by Emerce, and in case of Online Media, interruptions or failures in the current and / or telecommunication facilities.
3. If the period of force majeure under Article 14.1 lasts longer than two (2) months, Client is entitled to terminate the Agreement. Emerce then has the choice (if relevant) to pay the client its fees back, or to the Credits to pay compensation.

Article 14 - Liability and Complaints

1. The liability of Emerce under the Agreement is limited to direct damage and maximized to the amount that the Client under the relevant Agreement paid to Emerce.
2. Emerce is never liable for any indirect damages, including consequential damages, lost profits, lost savings, loss due to business interruption and damage due to loss of data. Any other or further liability than that stated in these Terms and Conditions is hereby excluded.
3. Any complaints regarding the placement of advertisements in the media serve within thirty days after publication of the advertisement to be placed in writing to Emerce notified. Complaints received after this deadline will not be considered.
4. If an ad is not installed in accordance with the arrangements of the Agreement and / or is visible, the Client may - at the option of Emerce - only claim reinstatement of the Advertisement, reduce the price or payment of compensation in Credits provided that (i) the ad must not reasonably be considered to fulfill its purpose and (li) the remaining provisions of these terms and conditions that risks damage to the client.

Article 15 - Data Reporting and Confidentiality

1. The Client warrants that all information, including but not limited to company data and banking information, which should be provided for the implementation of the Agreement on Emerce complete, correct and up to date.
2. The Client will all that he associated with the conclusion or implementation of this Agreement learns not to reveal any way to a third party. The preceding sentence shall not apply the extent disclosure is required under the law, any provision of any of

Government-recognized stock exchange or a binding decision of the court or other governmental body. Wherever possible, the Client will consult Emerce before disclosure on the form and the content of the publication.

Article 16 - Privacy

1. The Client guarantees that he in relation to the Agreement completely agrees with all applicable laws and regulations in the field of the protection of personal and unsolicited communications. Client will not transfer personal information to or accessible from outside the European Economic Area. Customer indemnifies Emerce against all third party claims related to damages (partly) caused by the breach of such laws or regulations.
2. Where the service Emerce (partly) consists of the Client to give full access the CV database Emerce, Client must carefully deal with the data from these database. Client may use the information only for relevant, potential candidates approach for the performance of a specific, existing vacancy. Every other or further processing is not allowed. Client will hold data no longer than necessary for the purpose described above. When a candidate makes a direct or indirect object to the use of his data by the Client, the Client shall immediately discontinue use and destroy the data. Emerce does not warrant that the information in the resume database up to date, correct, is complete or accurate. Emerce accepts no responsibility whatsoever in respect. Emerce will no way party to any (employment or temporary employment) agreement or Client and candidate.
3. Except to the extent expressly permitted by these Terms and Conditions Client may not process (or use otherwise) (personal) data of third parties, which Client by or in connection with the Agreement will have access to or which have been made public by or in connection with the media. The Client is specifically prohibited to use the (personal) data (i) to third parties (ii) to collect whether or not methodically or systematically arranged. 17.4 In case of violation of the provisions in this Article 17, the Client without notice or other prior notification an immediately payable penalty of EUR 2.500, - (two thousand five hundred euros) for each violation, which given the use of one (single), a separate offense yields. This penalty comes Emerce without prejudice to all other rights or claims of Emerce, also including the right to fulfillment and the right to compensation in addition to the fine.
4. Emerce processes personal data of (representatives of) the Client. The data used for the execution of the Agreement and to inform the concerned persons about similar products and services Emerce . If the persons concerned do not appreciate this information , in writing or by e -mail can be sent to: Emerce BV, Attn Legal Department , Willem Fenengastraat 4-B, 1096 BN Amsterdam.

Article 17 - Ad tracking and management

1. If Client advertises in Online Media , he can receive various statistics about the number of impressions , number of clicks and click- through-rate from the campaign (free of charge).

Article 18 - Jurisdiction and applicable law

1. Any disputes arising under the Agreement concluded with Emerce be settled exclusively by the competent court in Haarlem.
2. These general conditions , as well as offers, orders , order confirmations and agreements between Emerce and Client, as well as other by Emerce in that context performed activities and services shall be exclusively governed by Dutch law.

Article 19 - Miscellaneous

1. The Terms and Conditions may at any time be modified by Emerce, only with written approval from the client. Emerce recommends to read the Terms and Conditions.