

## **General conditions Cleafs BV – Publisher Contract**

### **I. Definitions**

1. Publisher: Any individual and/or organization operating a web site on which web site the Merchant promotes his/her web site.
2. Merchant: Any individual and/or organization promoting his/her web site on a web site operated by a Publisher.
3. Clean Direct Linking: The technology linking the visitor of the Publisher's web site directly to the Merchant's web site through the Merchant's promotion on the Publisher's web site without using redirects, IDs or 301/302 forwards or another non-direct linking technology.
4. Artificial Traffic: Any abuse, or at any rate incorrect use, of the Affiliate Network in order to create transactions that are not in compliance with the agreements the Publisher and the Merchant have agreed upon.
5. Transactions: The Merchant's sales, lead and/or click payments to the Publisher.
6. Affiliates Network: The Network that Cleafs BV operates for Clean Direct Linking.
7. Cleafsrank: The criteria Cleafs BV uses to assess a (potential) Publisher's web site.

### **II. General**

1. These general conditions apply to any offer, legal relationship and agreement whereby Cleafs BV delivers any kind of goods and/or services to the Publisher. Derogations and supplements to these general conditions only apply when they have explicitly been agreed upon in writing. Any offer or other acts of Cleafs BV is without obligation, unless Cleafs BV explicitly indicated otherwise in writing.
2. The Publisher vouches for the correctness and completeness of the information Cleafs BV is provided with by or on behalf of the Publisher.
3. Applicability of the Publisher's general or other conditions are explicitly rejected.
4. In the event that any of the stipulations in these general conditions are declared null and void or otherwise not binding, the remaining stipulations of these general conditions will remain unimpaired.

### **III. Confidential Information**

1. Each of the parties guarantees that any information received from the other party of which the confidential nature is or should have been known, will remain confidential, unless an applicable law requires disclosure of these data. The party receiving data, will only use these data for the intended purpose. In any case, data will be deemed confidential when one of the parties indicates that they are confidential.
2. During the term of the agreement, as well as one year after termination thereof, neither party shall, without the prior written approval of the other party, hire or otherwise directly or indirectly contract the other party's staff members who are or were involved in the fulfillment of this contract.

### **IV. Intellectual Property Rights**

1. Any Intellectual Property Rights to the Affiliates Network and its associated programs, web sites, databases, devices or other materials that are placed at the Publisher's disposal pursuant to the agreement are vested exclusively at Cleafs BV.

2. The Publisher obtains a non-exclusive, non-transferable license for normal use of the Affiliates Network, and, if applicable to the Publisher, any associated programs, web sites, databases, devices or other materials.
3. As far as possible, the Publisher is not permitted to either reproduce and/or publicize the programs, web sites, databases, devices or other materials associated with the Affiliate Network nor is he permitted to change the Affiliate Network and the associated programs, web sites, databases, devices or other materials and/or grant sublicenses.
4. At any time, the Publisher respects the moral rights as referred to in article 25 of the Dutch Copyright Act 1912.
5. The Publisher is not permitted to remove or change any notices regarding confidentiality or copyright, brands, trade marks or other intellectual property rights from the Affiliate Network and the associated programs, web sites, databases, devices or other materials.
6. At any time, Cleafs may take technical measures to protect the Affiliate Network and/or the agreed upon duration of the Right to Use of the Affiliate Network and any associated programs, web sites, databases, devices or other materials.
7. The Publisher guarantees that no third party has rights that are incompatible with provisioning Cleafs BV and/or the Merchant with devices, programs, web sites, databases or other materials for the purpose of using, processing, installing or incorporating them. The Publisher will hold Cleafs BV and/or the Merchant harmless against any action based on the assertion that such provisioning, using, processing, installing or incorporating them infringes the right of any third party.

#### **V. Right of Use**

1. Cleafs BV grants the Publisher the non-exclusive Right to Use the Affiliate Network, without prejudice to the stipulations in the previous article.
2. The Right to Use may be used only in the Publisher's own company and/or organization.
3. The Right to Use is not transferable. The Publisher is not permitted to sell, lease, sublicense or dispose of the Right to Use or grant limited rights to it or provide this in any way for any purpose whatsoever to a third party, grant a third party remote access or place it for hosting at a third party, this also applies in the event that the regarding third party only uses the Right to Use for the benefit of the Publisher.

#### **VI. Publisher cooperation**

1. The Publisher will always provide Cleafs BV with the useful and necessary data and information that are needed for proper fulfillment of the agreement in a timely fashion, and will fully cooperate. In the event that the Publisher deploys personnel for this cooperation to the fulfillment of the agreement, this personnel will have the necessary knowledge, skills, experience, ability and qualities.
2. The Publisher has the devices, programs, web sites, databases and other products and materials to his disposal that enable the use of Cleafs BV's Affiliate Network.
3. The Publisher guarantees that all devices, programs, web sites, databases or other materials that have been placed at Cleafs BV's or the Merchant's disposal for the purpose of the fulfillment of the agreement function correctly and properly in accordance with Cleafs BV's and/or the Merchant's requirements.
4. The Publisher is not permitted to modify the devices, programs, web sites, for web sites intended materials (for example, banners and text links), databases or other materials that will be placed at the Publisher's disposal by Cleafs BV and/or the Merchant.

5. Cleafs BV and/or the Merchant may modify the devices, programs, web sites, for web sites intended materials (for example banners and text links), databases or other materials that have been placed at the Publisher's disposal at any time. The Publisher must adopt the modifications.
6. The Publisher grants Cleafs BV and/or the Merchant permission to publicize the Publisher's data on the web site(s) operated by the Merchant as well as on the web sites operated by Cleafs BV, they will include at least the following web sites: <http://www.cleafs.nl/>, <http://www.cleafs.com/> and <http://www.cleafs.de/>.
7. At the request of Cleafs BV and/or the Merchant, and the same day the request is submitted, the Publisher is required to remove the devices, programs, web sites, for web sites intended (promotion) materials (for example banners and text links), databases or other materials from the Publisher's web site that have been placed at the Publisher's disposal.

## **VII. Cleafsrank**

1. Cleafs BV may modify the Cleafsrank at any time. Cleafs BV reserves the right to terminate the agreement in writing with immediate effect in the event the Publisher does not meet the Cleafsrank. For example, the Publisher's web site cannot contain political, ethical, sexual, violent or discriminatory content that conflicts with common values in society.

## **VIII. Artificial Traffic**

1. The Publisher is not permitted to perform or engage in activities or have someone perform or engage in activities that create Artificial Traffic in any way whatsoever, either directly or indirectly. In the event of a violation, the Publisher forfeits to Cleafs BV, without a demand for payment or notice of default, a debt which is due and payable as immediately payable lump sum of EUR 50,000, increased by EUR 500 a day for each day that the violation continues, without prejudicing Cleafs BV's and the Merchant's right to claim full damages instead of the fine.

## **IX. Transactions**

1. The Merchant owes the Publisher transactions.
2. The measurements Cleafs BV carries out are the determinative factor to specify the transactions that have taken place.
3. The Merchant must approve or reject the transactions within thirty days after the occurrence of the transactions, this in accordance with the agreements with the Publisher. The transactions are deemed to be approved, and the Merchant owes the Publisher the regarding payment, in the event the Merchant did not approve or reject the transactions within thirty days.
4. The Publisher is entitled to payment at the time that Cleafs BV has collected the payments due for the transactions from the Merchant. As long as the Merchant has not paid Cleafs BV, the Publisher is not entitled to payment.
5. The Publisher is not permitted to receive payments directly from the Merchant, passing by Cleafs BV, for transactions that have taken place.
6. The Publisher will receive monthly payments if the payment for the transactions exceeds a minimum amount of EUR 50. In the event that in any month the number of transactions do not add up to a payment of EUR 50, the payment will be made at the time that the transactions do add up to the amount of EUR 50. The Publisher who prefers payment on an account outside The Netherlands, will get paid for the transactions every three months, and only after the number of transactions add up to the minimum amount of EUR 100. In the event that there

have not been enough transactions to equal EUR 100, the payment will be made at the time that the amount of transactions does equal EUR 100.

7. Cleafs BV transfers the payment to an account specified by the Publisher.

## **X. Modifications in the Affiliate Network**

1. Cleafs BV may modify the Affiliate Network at any time and without prior notification. Cleafs BV will publish a notification, if they deem this necessary, on the [www.cleafs.nl](http://www.cleafs.nl) or [www.cleafs.com](http://www.cleafs.com) or [www.cleafs.de](http://www.cleafs.de) web site.

## **XI. Term and Termination**

1. The agreement has been concluded for an indefinite period of time.
2. Both parties have the right to terminate the agreement in writing, termination is subject to two week's notice.
3. Cleafs BV has the right to terminate the agreement in writing and with immediate effect in the event the Publisher no longer meets the Cleafsrank.
4. Both parties have the right to terminate the entire agreement or part of it in writing with immediate effect – for the time being or otherwise – if the other party has been granted suspension of payments, if one party has petitioned for the bankruptcy of the other party, or if the other party's company is wound up or otherwise terminated other than for reasons of reconstruction or merging of companies. With respect to this termination, Cleafs BV is never obliged to either refund received funds or pay compensation for any damages and/or loss. In the event of the Merchant's bankruptcy, the Merchant's granted Right of Use lapses.
5. In the event of termination of the agreement, the Publisher removes the devices, programs, web sites, for web sites intended (promotion) materials (for example banners and text links), databases or other materials from the Publisher's web site that have been placed at the Publisher's disposal by the Merchant or Cleafs BV at the time that Cleafs BV requires him to do so.
6. The Merchant owes the Publisher transaction up to the moment the agreement ends.

## **XII. Liability**

1. The total liability of Cleafs BV due to a failure attributable to Cleafs BV to fulfill this agreement, will, in any event, be limited to the amount Cleafs BV's liability insurance pays out and will be limited to EUR 25,000.
2. Cleafs BV's liability will never extend to indirect damages such as consequential damages, trading loss, loss of profit or income, loss of product value, liability towards third parties and/or other types of indirect damages. Neither will Cleafs BV's liability extend to payment of tangible damages.
3. In any event, Cleafs BV's liability due a failure attributable to Cleafs BV to fulfill this agreement will only arise if the Publisher notifies Cleafs BV forthwith and proper in writing putting Cleafs BV into default, and including a reasonable period of time in which Cleafs BV can rectify the defects, and Cleafs BV fails to fulfill their obligations after this time period. The notice of default must include a description of the failure attributable to Cleafs BV as full and detailed as possible so that Cleafs BV will be able to respond adequately.
4. Entitlement to any compensation will always only exist when the provision is met that the Publisher notifies Cleafs BV in writing of the damages as soon as

possible after they were suffered. Any claim for damages towards Cleafs BV becomes null and void by the single lapse of twelve months after the claim arose.

5. The provisions in this article also apply to the benefit of any (legal) person contracted by Cleafs BV for the fulfillment of the agreement.

### **XIII. Force Majeure**

1. In the event Cleafs BV is prevented from fulfilling the agreement due to Force Majeure, Cleafs BV is entitled to suspend carrying out the agreement for a maximum period of six months, dissolve the agreement entirely or partly without judicial interposition, and without any liability for damages. During the suspension, Cleafs BV is entitled to opt either for fulfillment or for annulment of the entire or part of the agreement, and at the end of this period Cleafs BV is required to do this.
2. In the event of suspension or annulment due to the aforementioned, Cleafs BV is entitled to demand immediate payment for the services rendered in fulfillment of the agreement.
3. In any event, the term Force Majeure shall be taken to mean any circumstance beyond the control of Cleafs BV, even if this was a foreseeable circumstance at the time the agreement was concluded, and that prevents the fulfillment of the agreement permanently or temporarily, including war, war risk, civil war, draft, strike, molestation, fire, water damages, flooding, natural disasters in general, sit-in strike, labor damages, acts of terrorism, lock-out, import and export impediments, government measures, defective devices, power outages, any event either within the company of Cleafs BV or within third party companies from whom Cleafs BV must purchase all or part of the needed materials and/or raw materials, as well as events during storage or transportation, either carried out privately or otherwise, and further all other events that take place beyond Cleafs BV's fault or scope of risk.

### **XIV. Applicable law and disputes**

1. To offers, the agreement and possible further agreements, Dutch law is applicable.
2. Any disputes whatsoever arising from the offer, the agreement and further agreements, shall be submitted to the competent court in Groningen without prejudicing the right of parties to appeal and/or appeal to the Supreme Court.