

ArtikelPro General Terms and Conditions

1. DEFINITIONS

In these General Terms and Conditions, the following terms written with capital letters are defined as follows:

"General Terms and Conditions"	and these general terms and conditions applicable to ArtikelPro;
"Article"	each individual editorial article from one of the Titles, which ArtikelPro makes available via the Database, including the accompanying image;
"Article Link"	the link provided by ArtikelPro to access a (complete) Article within the Database. The Article Link is linked to the End Customer's sub-account;
"ArtikelPro"	ArtikelPro B.V., with its registered office in Almere and its principal place of business at Randstad 21-30, 1314 BM in Almere, registered in the trade register of The Netherlands Chamber of Commerce under number 81214820;
"Backsearch"	Requesting past Content on behalf of the End Customer.
"Content"	all Articles and Snippets made available by ArtikelPro combined;
"Database"	ArtikelPro's online content database, in which the Content is made available to MMOs in standardized formats;
"End Customer"	the customer who acquires certain Content via the MMO subject to the restrictions outlined in section 4.4;
"End User Agreement"	the agreement that ArtikelPro enters into on behalf of the Publishers with End Customers regarding the use of the Content by it and its End Users, which are made available to them through the MMO;
"End Users"	those who work for, or on behalf of, the End Customer;
"MMO"	the Media Monitoring Organization that purchases content from ArtikelPro under the framework of its services to End Customers;
"Agreement"	the agreement that ArtikelPro enters into on behalf of the Publishers with MMO regarding access to the Database and purchase of Content, including its attachments;
"Snippet"	an ArtikelPro announcement of an Article consisting of the title + the first 150 characters of an Article, an Article Link and any associated metadata, such as name of the Title, page and position of the Article, etc.;

“Rate tiers”	content pricing for one of the five groups set by DPG Media, Mediahuis, other newspaper publishers, magazine publishers and trade journal publishers.
“Rate”	the rate payable by the MMO to ArtikelPro for access to the Database and purchase of Content;
“Territory”	the Territory in which the Content may be used, as outlined in the Agreement for each Publisher;
“Title”	The (digital and/or print) publication from which an Article has been made available via the Database by ArtikelPro;
“Publisher”	the publisher of one or more Title(s) that makes Content available via ArtikelPro, as outlined in the Agreement.

2. APPLICABILITY AND CHANGES

- 2.1. These General Terms and Conditions apply to every Agreement and every use of Content by MMOs, End Customers and End Users.
- 2.2. Any (general) terms and conditions of the MMO are expressly not applicable.
- 2.3. Any eventual deviations or additions to the Agreement are only valid if they have been expressly confirmed in writing by ArtikelPro.
- 2.4. In the event of a conflict between these General Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail.
- 2.5. ArtikelPro has the right to unilaterally change these General Terms and Conditions. ArtikelPro will inform the MMO in advance in writing (including by email and via the Database) of such a change. Starting from the effective date of the amendment, the amended General Terms and Conditions shall also apply to all existing Agreements.

3. ACCESS TO DATABASE

- 3.1. ArtikelPro provides the MMO with its own login account for access to the Database.
- 3.2. MMO is not permitted to use its account to give third parties (other than its own employees), including End Users and Customers, access to the Database.
- 3.3. MMO is fully responsible and liable for all use of its login details and for all actions taken through its account.
- 3.4. ArtikelPro reserves the right to temporarily or permanently block access to an account.

4. USE OF CONTENT

- 4.1. Within its account, MMO will create a sub-account for each End Customer, with which ArtikelPro can register the purchase of Articles for that End Customer. MMO must at all times provide correct and complete information about, among other things, the type of End Customer and the amount of End Users, in order to enable ArtikelPro to check whether the End Customer meets the conditions as stated in section 4.4. MMO may only use Content for the benefit of an End Customer after the End Customer concerned has entered into an End User Agreement with ArtikelPro.
- 4.2. MMO is only entitled to use items for the End Customer for the purposes which the items were received. MMO is expressly prohibited from making complete Articles available to End Customers and End Users.
- 4.3. For the purpose of making Snippets available, MMO is entitled to store the Snippets. The End Customer is not permitted to store these Snippets.
- 4.4. MMO is only permitted to use Content for the benefit of End Customers who fall within the End Customer category, as outlined in the Agreement for each Publisher. ArtikelPro and Publishers are at all times entitled to exclude certain End Customers from provision of content. ArtikelPro or the Publisher concerned will inform MMO about this, after which the MMO is no longer allowed to use Content for the benefit of the End Customer(s) concerned.
- 4.5. MMO, End Customer and End Users are not permitted to obtain, use, store in a database or in any form or capacity make available to its End Customers the Content of the Publishers represented by ArtikelPro through other parties or in any other way than via ArtikelPro. References to so-called aggregating sites with (part of) the text of the Content are also included, as are the results of (online) search engines. Published articles by the Publishers via their own website or other channels containing their content may only be purchased via ArtikelPro. Any other way of obtaining the content other than via ArtikelPro is deemed a breach of the agreement between MMO or their End Customer and ArtikelPro.
- 4.6. When an End User purchases an Article via the Article Link, the End User concerned gains a non-exclusive, non-transferable and non-sublicensable right to view the Article once for its own, non-commercial use.
- 4.7. All Items received by the MMO count toward the end use being billed for.
- 4.8. Content purchased for the benefit of an End Customer may not (also) be used for other End Customers. To this end, the Content must be purchased separately, in the sub-account of the End Customer concerned.
- 4.9. All rights not specifically stated shall remain reserved by the Publisher concerned at all times, and this license shall always be construed restrictively and in favor of the Publisher concerned in the event of a dispute. In this regard, MMO acknowledges that all content that is made public in any way whatsoever by the Publishers, whether for a fee or free of charge, is subject to copyright and any other rights and that MMO, End Customer and End Users are therefore not permitted to reproduce, disclose or otherwise use such content without permission of the rights holder.
- 4.10. MMO shall ensure that when using the Content, no harm is done in any way to the moral rights and/or honor and reputation of ArtikelPro, the Publisher and the authors.

- 4.11. The MMO is expressly prohibited from making any changes to the Content.
- 4.12. At the first request by ArtikelPro or the Publisher, the MMO will immediately remove Articles specifically indicated by ArtikelPro or the Publisher by email, require the End-customers and their End-users to immediately remove the Content concerned or have it removed, and cease all use of the Articles concerned.
- 4.13. The MMO is responsible for the use by the End Customers and must ensure that the End Customers are adequately informed.
- 4.14. ArtikelPro and Publisher are at all times entitled to change the content of the Database at their own discretion, including the right to no longer make certain Content available. ArtikelPro and Publisher are not liable for the consequences of this.

5. RATES AND PAYMENT

- 5.1. All stated Rates are in euros and exclusive of VAT, unless stated otherwise or agreed in writing.
- 5.2. Based on the total number of Article and End Users agreed in advance, the MMO owes the applicable Rate as stated in ArtikelPro's portal (<https://portal.artikelpro.eu>) In the Database, the MMO must indicate the expected number per End Customer. The Rate is determined on the basis of this specification.
- 5.3. An upward adjustment of the agreed number of Articles and End Users is possible at any time. On the basis of the new specification, the rate will be recalculated and the payment of this will be settled via the ensuing invoice.
- 5.4. The downward adjustment of the agreed number of Articles and End Users is only possible if the contract has a duration of 12 months. It is then possible to make such an adjustment in months 3 and 9. The rate will be determined on the basis of the new specification, and payment of this will be settled via the following invoice. Contrary to what has been stated in Section 5.6, in the event of a negative adjustment at the end of the contract, an additional assessment will be made immediately if it appears that the actual number of Articles and/or End Users purchased is higher than the specification. The 10% margin will then no longer be applicable.
- 5.5. If, after the end of a contract year, it appears that the number of Articles and/or End Users actually purchased does not correspond to the specification of the MMO as referred to in Section 5.2 by more than 10%, the rate will be retroactively determined based on the actual number of Articles and End Users purchased. ArtikelPro will then invoice the difference to the MMO. If fewer Articles have been purchased and/or there were fewer End Users than specified, no refund will be made to the MMO. The systems of ArtikelPro are the decisive factors in determining the number of purchased Articles and End Users.
- 5.6. The Rate consists of a portion payable to the respective Publisher for use of the Content and a portion payable to ArtikelPro for access to the Database. ArtikelPro will invoice the full Rate (also on behalf of the Publishers).
- 5.7. The rate for Backsearch assignments can be requested via the ArtikelPro portal. A maximum rate will be calculated based on the search query and search period. The final rate will be determined after any eventual verification by the MMO.

- 5.8. ArtikelPro and the Publishers expressly reserve the right to amend the Rates. ArtikelPro will inform the MMO in advance in writing (including by email and via the Database) of such a change. With effect from the date on which the amendment takes effect, the amended Rates also apply to all existing Agreements. If the price amendment exceeds the CBS Price Index DPI, the amended Rates will first apply to renewals of the Agreements and to agreements newly entered into.
- 5.9. Invoicing is done monthly in arrears. The payment term is 30 calendar days after the invoice date.
- 5.10. If the full amount owed has not been paid within the payment term, the MMO will be in default by operation of law and will owe statutory interest on the outstanding amount from the due date.
- 5.11. All ([extra]judicial) costs involved in the collection of the amount owed are for the account of the MMO, whereby the extrajudicial costs are set at least 15% of the principal amount owed, plus interest.
- 5.12. In order to avoid any confusion, the payment obligations under the Agreement rest at all times with the MMO and not with the End Customer.

6. AUDIT

- 6.1. ArtikelPro and Publishers may verify that the Agreement is being complied with. MMO declares that it will cooperate to this end, with no costs involved, including the provision of all information requested by ArtikelPro or the Publisher and access to all relevant administration, insofar as this information and/or access is necessary within reason to check compliance with the agreement. ArtikelPro is entitled to make the data and results of such an audit available to the Publisher insofar as they relate to the Content of that specific Publisher.
- 6.2. MMO shall reimburse all costs incurred by ArtikelPro or the Publishers, as the case may be, in connection with the audit if the audit finds that the MMO has acted in breach of the Agreement. In addition, MMO is required to pay an infringement fee of 300% of the applicable Fee for any identified unauthorized use of the Content by the MMO.
- 6.3. If the MMO refuses the audit, ArtikelPro and the Publishers are entitled to terminate the Agreement with immediate effect, without further notice of default and without prior judicial intervention, without prejudice to its right to compensation and payment of outstanding claims against MMO. In that case, ArtikelPro and the Publishers are not obliged to refund fees that have already been paid.

7. DURATION AND TERMINATION

- 7.1. Unless agreed otherwise, an Agreement is entered into for an indefinite period and each party is entitled to terminate the Agreement at any time with due observance of a notice period of three (3) months.
- 7.2. Each party has the right to terminate the Agreement in writing with immediate effect if:
- (a) another party has ceased to exist or has been dissolved;
 - (b) another party (i) has been declared bankrupt, (ii) has been granted a moratorium, whether provisional or not, or (iii) has lost all or part of its free disposal or management of its assets.

In the event of a situation as referred to under (a) or (b) at one of the Publishers, the termination applies exclusively to the respective Publisher and the Agreement between the other parties remains in force.

- 7.3. When the Agreement ends, for any reason or on any grounds whatsoever, the MMO will no longer have access to the Database and the license granted in the Agreement will expire immediately. The MMO must at that time remove all Content from its systems without keeping copies thereof and cease all use of the Content.
- 7.4. In all cases in which the Agreement ends, it shall continue to govern the legal relationship between the parties insofar as this is necessary for the settlement thereof. Obligations which, by their nature, are intended to continue after termination will continue to exist after termination or non-continuation of the Agreement. Upon termination of the contract with the MMO, the MMO will deny all End Customers and individual End Users access to the ArtikelPro database.

8. LIABILITY

- 8.1. ArtikelPro makes every effort to ensure that the Database and the Content are available. However, the MMO and End Customer/End Users accept that delays or deficiencies in the provision of the Database and Content cannot be completely ruled out. ArtikelPro is therefore not liable for damage suffered by MMOs and End Customers/End Users or for delays or deficiencies in the availability of the Database and/or the Content.
- 8.2. ArtikelPro has no influence on the content of the Content. ArtikelPro therefore does not guarantee the accuracy, completeness or legality of the Content. It is not liable in this regard.
- 8.3. Any liability on the part of ArtikelPro and the Publishers is always limited to a maximum of the amount that MMO owed to ArtikelPro in the previous six (6) months in connection with the provision of Content to the End Customer concerned. Liability on the part of ArtikelPro and the Publishers for consequential or indirect damage, including, but not limited to, lost turnover and/or profit, reputational damage, immaterial damage and lost savings, is excluded.
- 8.4. The exclusions and restrictions stated in this section do not apply if the damage is the result of willful intent or gross negligence.

9. INDEMNIFICATION

- 9.1. Each Publisher indemnifies MMO from all copyright claims that arise from use of the Content of the respective Publisher insofar as MMO complies with the agreements made in the Agreement and provided that MMO:
 - (a) notifies the Publisher in writing as soon as reasonably possible of the existence and content of such a claim;
 - (b) leaves the handling of the claim, including entering into any obligations towards the rights holder, entirely up to the Publisher; and
 - (c) provides all necessary cooperation within reason to the Publisher in order to settle the claim.
- 9.2. If MMO does not immediately comply with a request from the Publisher in accordance with Section 9.1 of these General Terms and Conditions, then the indemnification as referred to in Section 9.1 is not applicable to the relevant Content.

10. CONFIDENTIALITY

- 10.1. The parties will treat all information that they obtain from each other in the context of the Agreement, in any way whatsoever, including the Agreement itself, both during and after termination of the Agreement, with strict confidentiality, and not disclose it to third parties and only make it available to their employees and/or third parties who are engaged by them, if and insofar this is necessary for the execution of the Agreement, on the understanding that ArtikelPro is entitled to share the information it obtains within the context of the Agreement with the Publishers.
- 10.2. Section 10.1 does not apply with regard to:
- (a) use, reproduction and disclosure of the information to the extent necessary for the normal conduct of business;
 - (b) if and insofar as disclosure is required by applicable law or rules of any governmental authority, but in this case, only after consultation, as far as possible, with the other party regarding the timing and content of the disclosure;
 - (c) if and insofar that the information has become publicly available other than through unlawful disclosure by the receiving party.

11. MISCELLANEOUS

- 11.1. MMO or End Customer/End User acknowledges that ArtikelPro enters into the Agreement also on behalf of the Publishers and that therefore each Publisher may directly call upon the MMO or the End Customer/End User to fulfil the Agreement.
- 11.2. MMO or End Customer/End User acknowledges that the list of Publishers and Titles, as well as the specific agreements per Publisher, as stated on www.artikelpro.eu are subject to change. ArtikelPro will inform MMO of such changes in writing (including by email or via the Database). Starting from the date on which the change takes effect, this new, amended list and specific agreements will form an integral part of the Agreement.
- 11.3. If any provision of the Agreement is void or voided, the remaining provisions will remain in full force and effect. The void or voided provision will be replaced by a legally permissible provision that corresponds as closely as possibly to the purport of the void or voided provision.
- 11.4. The Agreement is subject to Dutch law.
- 11.5. Any disputes arising from the Agreement will be submitted exclusively to the competent court in Amsterdam.