

**General Terms and Conditions from ShopForward B.V., St. Michielsgestel
V 1 per 15-07-2021**

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Article 1 Definitions

<i>Advertiser:</i>	the natural or legal person who gives Users access to its website, distributed page or app through ShopForward via a Network, by means of a link or any other electronic connection;
<i>Affiliate agreement:</i>	the agreement between ShopForward and Advertiser that sets out the terms, duration and conditions under which ShopForward promotes the products and/or services designated by Advertiser through its Affiliate promotion and also sets out the level of remuneration for ShopForward;
<i>Affiliate promotion:</i>	the online marketing method used by ShopForward to promote Advertiser's Campaign. Examples of an Affiliate promotion are: websites, emails and expressions through keyword marketing;
<i>General Terms and Conditions:</i>	these general terms and conditions, used by ShopForward;
<i>Campaign:</i>	the Affiliate campaign, Lead campaign, CPC campaign or other promotion which the Advertiser provides for certain products and/or services through the Network and is promoted by ShopForward;
<i>Commission:</i>	the remuneration received by ShopForward and paid by the Advertiser, through the Network, for the agreement or contact established by ShopForward through the Network between the User and Advertiser;
<i>User:</i>	a natural or legal person who visits the website or app of an Advertiser through ShopForward's Affiliate promotion by means of a link made available by the Network;
<i>Click:</i>	when a User who moves to Advertiser's website via an Affiliate promotion from ShopForward through a link made available by the Network;
<i>Material:</i>	the resources made available to ShopForward by an Advertiser through the Network's system to promote the Campaign. These include, but are not limited to, product feeds and Textlinks;
<i>Network:</i>	the natural or legal person who is the intermediary which mediates between ShopForward and the Advertiser and provides ShopForward with the necessary links and or electronic means to enable the promotion of the Advertiser's products/services and takes care of the payment of Commission, generated by ShopForward from Advertiser, to ShopForward;
<i>Network agreement:</i>	the agreement between ShopForward and the Network;
<i>ShopForward:</i>	the Private Limited company ShopForward as defined in article 2 of these General Terms and Conditions;
<i>Transaction:</i>	a purchase, sign-up or other action as defined in the Affiliate agreement between the Advertiser and ShopForward, carried out by a User or on behalf of a User, on an Advertiser's website, or a page or app distributed for this purpose within the Network's network;

View: a display of an Advertisement to a User in return for Commission.

Article 2 Identity of the cooperation

ShopForward B.V. registered office Mgr. Hermuslaan 66A, 5271 RK Sint Michielsgestel, The Netherlands.
Visiting address: Bosscheweg 143, 5282 WV Boxtel, The Netherlands
e-mail: info@shopforward.eu
CoC (NL): 72530286
VAT (NL): NL859142863B01

Article 3 Applicability

- 3.1 By using ShopForward's services, the Network and Advertiser accept these General Terms and Conditions and being bound by them.
- 3.2 These General Terms and Conditions will be made available to the other party before the agreement is concluded.
- 3.3 In the case of an agreement concluded electronically, the General Terms and Conditions may be made available to the other party electronically.
- 3.4 Contrary to articles 3.2, if the agreement is concluded electronically the General Terms and Conditions may be made available to the other party in such a way that it is easy to download and save the General Terms and Conditions on a durable data carrier.

Article 4 Cooperation

- 4.1 The cooperation between ShopForward and the Network will commence after the Network agreement is concluded between ShopForward and the Network.
- 4.2 The cooperation between ShopForward and the Advertiser will commence after the Affiliate agreement is concluded between ShopForward and the Advertiser.
- 4.3 Acceptance of ShopForward by a Network shall never lead to an obligation for ShopForward to make use of one or more services of the Network. ShopForward is free to decide whether or not to promote certain Advertisers through the Network.
- 4.4 ShopForward will select a type of Campaign to promote the Advertiser. If this is not to the satisfaction of the Network or the Advertiser, this must be communicated in writing and the Campaign will be adjusted accordingly or terminated by ShopForward.

Article 5 Usage

- 5.1 Transactions, Clicks and Views will be registered by ShopForward.
- 5.2 The Network and Advertiser shall make it clear in all communications to the User that the products and/or services are offered, delivered, shipped and returned by the Advertiser and not by ShopForward.
- 5.3 The Network shall provide all the relevant Material from the Advertiser to ShopForward. The Network must inform ShopForward in a timely manner when changes are made to the Material.

- 5.4 ShopForward shall use the Material as provided by the Network. The Network shall ensure that the Material provided has Advertiser's approval. The content of the Material is of sole responsibility of the Network, therefore ShopForward cannot incur in any liability arising from it.
- 5.5 ShopForward is however permitted to make technical improvements to the Material to ensure that it works optimal, not altering the material's content but only improving its technical format.
- 5.6 The Network shall provide the Material in such a way that the Material does not violate legislation, regulations and/or infringe on the rights of third parties.
- 5.7 In accordance with paragraph 5.4, ShopForward shall never be liable for any (damage) claims resulting from the use of the Material offered by the Network. In the event that ShopForward is sued by an Advertiser and/or third party for any damage incurred, the Network and/or the Advertiser shall be obligated to compensate ShopForward for material and immaterial damage.
- 5.8 The Network shall respect the copyrights, trademark rights and other rights of an exclusive nature of Advertisers, ShopForward and third parties.
- 5.9 The Network has an obligation to inform ShopForward about the Campaign's terms and conditions as set forth by the Advertiser including any additional terms and conditions.
- 5.10 As long as ShopForward promotes the Advertiser through the Network, the latter is obliged to inform ShopForward of changes to the Advertiser's Campaign terms and conditions. Important changes that directly affect the cooperation should be communicated via an individual email. The aforementioned email will exclusively contain information regarding the change to one Advertiser's Campaign Terms.
- 5.11 The Network shall at all times ensure that the Material offered of products and/or services made available to ShopForward through the Network are in accordance with the products and/or services as listed on the Advertiser's website.
- 5.12 Transaction and click data may only be stored and/or processed by the Network to improve the effectiveness of the relevant Campaign or for the purpose of making analysis. The Network shall ensure that stored data is adequately secured and shall adhere to applicable privacy guidelines and legislation.
- 5.13 The Advertiser and the Network are not allowed to provide Material and/or obtain data in breach of, or in violation of, the applicable legal provisions, etiquette, the guidelines of the Advertising Code Committee or the equivalent authority in the respective state. The Affiliate agreement or these General Terms and Conditions, which include but are not limited to, the following acts and conduct:
 - a. infringing on copyrighted works or otherwise violating the intellectual property rights of third parties;
 - b. misleading third parties;
 - c. misusing the texts, logo, brand name or information of ShopForward;
 - d. offering Material with content that violates the preamble of this sub-article.
- 5.14 Among other things, it is not permitted that the content of the Material offered through the Network:

- a. is of a pornographic or violent nature;
 - b. discriminates on the basis of race, gender, religion or belief;
 - c. develops, promotes or advertises illegal activities;
 - d. harms the good name and reputation of ShopForward;
 - e. violates copyrights, trademark rights or other rights of the Advertiser or any third party.
- 5.15 When the Network communicates in any way that the Advertiser gives permission to ShopForward to start a Campaign, the latter may rely, without further inquiry, that permission from Advertiser was given.
- 5.16 The Network shall provide the Material in a standardized format. This format shall be the same for each Advertiser within the Network. The Material shall be provided in a usable manner, e.g., the price and sizes of the products offered shall be displayed in the appropriate section of the format. The Material will be correctly and completely provided by the Network.
- 5.17 The Network shall, at ShopForward's request, improve, modify, and complement the Material, links and other means of communication necessary to make a Campaign function, or have the Advertiser do so, in accordance with instructions from ShopForward and any third parties.
- 5.18 If the Advertiser notifies the Network that it no longer wishes to cooperate with ShopForward, the Network is obliged to inform ShopForward of this in a timely manner. The foregoing covers the termination of the entire cooperation as well as the partial termination of the cooperation, through one of the promotion channels. The notice from the Network must unambiguously show whether it is a partial termination or a complete termination of the cooperation.
- 5.19 If the Network fails to inform ShopForward in a timely manner, as referred to in the previous paragraph, the Network shall be obliged to reimburse ShopForward for the costs incurred from the moment the Advertiser terminates the cooperation with ShopForward until the moment the Network informs ShopForward.
- 5.20 To prevent abuse, ShopForward has the right to store personal data of the Network/Advertiser at the time of registration.
- 5.21 ShopForward is entitled to request, process, store or use data of the Network/Advertiser for internal purposes. ShopForward will not provide personal data to third parties for privacy reasons, without prior approval of the persons concerned.
- 5.22 If the Network/Advertiser is in violation of one or more terms of these Terms and Conditions, or if there is a well-founded suspicion of such, the Network/Advertiser is obliged to cooperate in an investigation of the violations and the Network/Advertiser is obliged to allow access to his/her administration, his/her electronic files and the data on his/her server.

Article 6 Commission

- 6.1 The Network is obliged to pay ShopForward's Commission.
- 6.2 The payment of the Commission shall in principle take place after the Advertiser has approved the Transaction generated by ShopForward through the Network;
- and

ShopForward has generated a View or Click from the Advertiser through the Network and there is an agreement to receive Commission per View or Click;

and/or

products and/or services, which a User has purchased and/or requested on one or more of the Advertiser sites, and this purchase or request has been registered through the link of the Network and was registered because of the efforts of ShopForward.

- 6.3 The Network will ensure that the Advertiser approves the Transactions in a timely manner. Approved Transactions cannot be changed, and the Network is obliged to pay Commission for these Transactions to ShopForward.
- 6.4 The Views, Clicks, Transactions and statistics registered by ShopForward, are leading for ShopForward, the Advertiser and the Network.

Article 7 Payment

- 7.1 The payment of Commission by the Network will be made through the channel and within the set time-period agreed upon at the beginning of the cooperation between the Network and ShopForward.
- 7.2 If nothing has been agreed, payment shall be made monthly through bank transfer to the IBAN account number NL55 RABO 0332 8581 54 held by ShopForward B.V.
- 7.3 Upon termination of the cooperation between the Network and ShopForward, all outstanding approved Commissions will be paid within 3 (three) months after termination.
- 7.4 After termination of the cooperation between the Network and ShopForward, all outstanding not yet approved Commissions will be assessed. After assessment, approved Commissions shall be paid within 12 (twelve) months after termination.

Article 8 Termination of cooperation

- 8.1 ShopForward is entitled to terminate the cooperation with the Network for reasons of its own at any moment in time upon notice of 5 (five) working days. The Network is at all times entitled to terminate the cooperation with ShopForward for reasons of its own, with a term of notice of 5 (five) working days.
- 8.2 The agreement must be terminated in writing.
- 8.3 The term of notice shall commence on the first working day after the notice of termination has been received in writing by ShopForward or the Network.
- 8.4 Without prejudice to its other rights, ShopForward is entitled to terminate the cooperation with Advertisers immediately for reasons of its own.
- 8.5 The cooperation between ShopForward and Advertiser ends automatically if:
 - a. the Campaign of the Advertiser concerned has been terminated and the Network has notified ShopForward thereof;
 - b. the Network agreement between the Network and ShopForward has ended;
 - c. the cooperation between the Network and the Advertiser has been terminated and the Network has notified ShopForward thereof.

- 8.6 Regardless of the reason for termination of the cooperation, the Network shall be obliged to pay the already generated and approved or generated and yet to be approved Commissions to ShopForward in accordance with articles 7.3 and 7.4 of these General Terms and Conditions.

Article 9 Consequences of termination of cooperation

- 9.1 If the cooperation between ShopForward and the Network as described in these General Terms and Conditions is terminated for any reason:
- a. All link(s) and Material offered by the Network will be removed and/or disconnected;
 - b. ShopForward is entitled to payment of the Commission generated in accordance with article 7 of the General Terms and Conditions;
- 9.2 Without prejudice to the provisions of Article 8, Article 9.1 and Article 10, neither ShopForward nor the Network shall be entitled to any compensation from the other party in connection with the termination of the cooperation in the terms set herein, and hereby waive any right to any (damages) compensation in respect of the termination of the agreement.
- 9.3 In the event of termination of the cooperation, the Network, and the Advertisers, are obliged to immediately destroy all data relating to the services of ShopForward.

Article 10 Liability

- 10.1 The Network is fully responsible and liable for the development, maintenance, functioning and content of the Material. The Network shall be liable for any damage suffered by ShopForward as a result of any shortcoming of the Network or the Advertiser.
- 10.2 ShopForward shall never be liable for any direct or indirect damage and/or costs incurred by the Network or the Advertiser in connection with the publication of the Campaign.
- 10.3 The Network guarantees that all obligations under the applicable legislation are met and indemnifies ShopForward against any claims in this respect.
- 10.4 ShopForward is not liable for the Material made available by the Advertiser. As set in article 5, it is the responsibility of the Network to provide the Material to ShopForward in accordance with regulations and legislation. If ShopForward is held liable by third parties for the content of the Material, the Network assumes full liability for this and indemnifies ShopForward in this respect. Costs which ShopForward (has) had to incur in connection with being held liable by third parties, such as legal costs, shall be fully reimbursed by the Network.
- 10.5 ShopForward is not liable for the quality and usability of the goods and services purchased by Users, nor for the acceptable quality of the products, nor for any infringement on the rights of third parties.
- 10.6 ShopForward cannot be held liable to fulfill its obligations under the agreement entered into with the Network, if and in so far as the fulfillment thereof is prevented by external factors, such as a malfunction of ShopForward's network (whether or not caused by external influences, human error etc.) or work stoppage.

Article 11 Confidentiality

Prior to, during and after the termination of the Agreement with ShopForward, the Network and/or the Advertiser shall refrain from making any statement to third parties or providing them with any information regarding the methods, techniques and data supplied by ShopForward, all in the broadest sense of the word, as well as any information resulting from the agreement(s) entered into by ShopForward with the Network and Advertisers.

Article 12 Miscellaneous

- 12.1 The Network shall not make any commitments and/or obligations for or on behalf of ShopForward.
- 12.2 The Network is not entitled to transfer or make available (part of) its rights, including but not limited to the transfer of the cooperation with ShopForward, to third parties without written approval of ShopForward.
- 12.3 ShopForward is entitled to amend the General Terms and Conditions at any time. The Network/Advertiser will be notified of this electronically. If the amended Terms and Conditions are not acceptable to the Network/Advertiser, the Network/Advertiser is entitled to terminate the cooperation. If the Network/Advertiser does not terminate the cooperation within 14 (fourteen) days after being informed of the amended Terms and Conditions, the Network shall be deemed to have accepted the amended Terms and Conditions.
- 12.4 If any provision of these Terms and Conditions is in conflict with the applicable law, this provision shall be amended in such a way that it is in accordance with applicable law with due observance of the scope of the provision concerned.
- 12.5 The Network explicitly declares that it is aware of the regulations in the country of which it suggests Advertisers regarding advertising in relation to the services and/or products of the promotional material included by the Advertiser. The Network shall indemnify ShopForward against possible claims that could be related to distribution and expressions of the Network and the Advertiser.
- 12.6 During and after entering into an agreement with ShopForward, these Terms and Conditions shall be applicable at all times and the Network shall agree to the latest version of the Terms and Conditions.

Article 13 Privacy and data protection

The Network will strictly adhere to the guidelines described in the General Data Protection Regulation (GDPR).

Article 14 Applicable law and Jurisdiction

- 14.1 The General Terms and Conditions and other agreements concluded between the Network and ShopForward and the Advertiser and ShopForward are exclusively governed by Dutch law.
- 14.2 Nullity of one or more provisions in these General Terms and Conditions shall not affect the validity of the remaining provisions.

14.3 Disputes between parties shall be attempted to be resolved amicably, however, if the dispute cannot be resolved amicably it shall be submitted to the competent court in 's Hertogenbosch, the Netherlands.