



Terms & Conditions (B2B)
for use of Media Futures Market by Advertisers and
Publishers

Media Futures Market B.V.

Terms & Conditions (B2B)

Last update: October 2021

Media Futures Market B.V. (Media Futures Market) is a tech company that connects advertisers and publishers to buy and sell Advertisement Products in various media segments: Video, Display, Audio, Out of Home, Print and Social Media. Embracing transparency, Media Futures Market has developed an independent online platform (the Platform) on which Advertisement Products, that are offered by Publishers, can be purchased directly by Advertisers. Furthermore, the Platform provides a personal real-time dashboard for the Publisher to create, categorise and manage Advertisement Products which are offered in a customisable storefront that is uniquely created for each Publisher. Advertisers are able to discover, view and purchase these Advertising Products. Next to that, Advertisers can keep track of their purchases in their own dashboard (collectively: our Services). The Platform is available via the website of our Platform: <http://www.mediafuturesmarket.com> (the Website).

Please note: our Services are offered only to parties that act in a commercial or professional capacity, for purposes in connection with trade, business, craft or professional activity. Consequently, an Advertiser on our Platform cannot be considered a consumer (*consument*), nor can any purchase via our Platform be considered a consumer purchase (*consumentenkoop*).

Excluding any conditions or stipulations of third parties or any other party, these terms and conditions (**Terms**) apply to all use of our Services by Advertisers and Publishers. Media Futures Market offers its Services on the condition that Publisher/Advertiser accepts these Terms. Media Futures Market may amend these Terms. The latest version of the Terms always applies to the relationship between Media Futures Market and the Publisher/Advertiser.

1. Definitions

- 1.1. **Media Futures Market:** Media Futures Market B.V., a limited liability company incorporated under Dutch law, having its registered office at Boompjes 40, 3011XB Rotterdam, and registered in the trade register of the Dutch Chamber of Commerce under number 80800475. In these Terms, Media Futures Market is also referred to as **we** and **our**.
- 1.2. **Advertiser:** the commercial entity that created an Account on the Platform with the purpose to buy Advertisement Products offered by Publishers via the Platform.



- 1.3. **Publisher:** the commercial entity that created an Account and offers and sells Advertisement Products to Advertisers via the Platform.
- 1.4. **Platform Agreement Publisher:** the agreement between Media Futures Market and the Publisher, to which these Terms apply, including any amendment or supplement thereto.
- 1.5. **Platform Agreement Advertiser:** the agreement between Media Futures Market and the Advertiser, to which these Terms apply, including any amendment or supplement thereto.
- 1.6. **Onboarding Process:** the online onboarding process via the Website for Publishers to gain access to the Platform and make use of the Services of Media Futures Market.
- 1.7. **Account:** the Account on the Platform that Publisher/Advertiser has created, which is limited for use by Publisher/Advertiser via the Login Credentials.
- 1.8. **Offer:** a specific offer, consisting of Advertisement Product(s), made by Publisher on the Platform.
- 1.9. **Advertisement Products(s):** all advertisement space, related to advertisements in various media segments, including but not limited to, Video, Audio, Display, Print, Out of Home and Social Media, offered by Publisher to Advertisers via the Platform.

Advertising Purchase Agreement: shall have the meaning given thereto in clause 7.1.

2. Offers and quotations

- 2.1. Any offers and quotations from Media Futures Market are without obligation, unless agreed otherwise in writing. No rights can be derived from an offer or quotation for a future Platform Agreement Publisher/Advertiser.
- 2.2. An offer or quotation is based on a specific request from Publisher/Advertiser and only applies to the specific underlying Platform Agreement Publisher/Advertiser. On preparation of the quotation, Media Futures Market may assume that the data provided by Publisher/Advertiser is correct and complete.
- 2.3. All images, specifications and details in offers and quotations are indicative and cannot be a reason for compensation of damages or termination of the Platform Agreement Publisher/Advertiser.



3. Onboarding Process

Publisher

- 3.1. To get access to the Platform as a Publisher, a Publisher has to create an Account via the publisher registration form. After confirming their email address, they can access the dashboard. Only when the Account has been activated by Media Futures Market, the Publisher is able to publish their storefront and can hence accept purchases.
- 3.2. Media Futures Market will evaluate whether Publisher meets all requirements and whether Publisher will actually get access to the Platform. Media Futures Market will inform Publisher about this within a reasonable term, usually within 7 (seven) days after receiving such request.
- 3.3. Media Futures Market will enter into the Platform Agreement Publisher, to which these Terms, including any amendment or supplement thereto, apply.

Advertiser

- 3.4. To get access to the Platform as an Advertiser, an Advertiser has to create an Account via the Advertiser registration form. After confirming their email address, Media Futures Market has to activate the Account to give the Advertiser access to the platform, so that the Advertiser can purchase Advertisement Products.
- 3.5. Media Futures Market will evaluate whether Advertiser meets all requirements and whether Advertiser will actually get access to the Platform. Media Futures Market will inform Advertiser about this within a reasonable term, usually within 7 (seven) days after receiving such request.
- 3.6. Media Futures Market and Advertiser will enter into the Platform Agreement Advertiser, to which these Terms, including any amendment or supplement thereto apply.

4. Account

- 4.1. Media Futures Market creates one or more accounts for Publisher/Advertiser to make use of the Platform. Publisher/Advertiser receives the log in details of this account (or these accounts) (the **Account**).
- 4.2. Publisher/Advertiser must choose a strong password. The email address and chosen password, together, form the **Login Credentials**.



- 4.3. Publisher/Advertiser may not allow use of its Account by any third party nor others that do not have the authority to represent Publisher/Advertiser. Publisher/Advertiser guarantees that any third party that uses its Account is authorised to represent Publisher/Advertiser. Publisher/Advertiser is fully responsible for non-disclosure of its Login Credentials and the use of its Account. Publisher/Advertiser guarantees that its representatives will only use the Services for the purpose of the Publisher's/Advertiser's activities in relation to the Platform.
- 4.4. If, for whatsoever reason, the Account is blocked or deleted, Publisher/Advertiser is no longer entitled to use the Platform.
- 4.5. Publisher/Advertiser agrees to only provide correct and complete information when creating an Account on the Platform. Publisher/Advertiser is responsible for the accuracy of the data in its Account.
- 4.6. Publisher/Advertiser must, at all times, act in accordance with these Terms, the guidelines and instructions of Media Futures Market with regard to the installation and use of the Platform.
- 4.7. Media Futures Market is entitled, at all times, to no longer make available certain functionalities of the Account on the Platform, not to grant an Account or to demand additional requirements for granting an Account.

5. **Use of the Platform**

- 5.1. Publisher/Advertiser must ensure that the Services are used in conformity with Media Futures Market's instructions and for the purpose that Media Futures Market intended them for. More specifically (without limitation), Publisher/Advertiser is not allowed to use Services:
- (a) in any way that affects the integrity or continuity of Media Futures Market's systems; or
 - (b) to resell or redistribute Services in any way.
- 5.2. It is Advertiser's/Publisher's responsibility to use the Services in compliance with applicable law and with any third party rights. More specifically (without limitation), Publisher/Advertiser is not allowed to use the Services:
- (a) in a way that infringes on a third party's intellectual property rights;
 - (b) in a way that violates a person's privacy; or
 - (c) to send unsolicited messages to Media Futures Market or any third party recipient.



- 5.3. Publisher/Advertiser shall indemnify Media Futures Market for any third party claims that may arise from any use of the Services that is in violation of this clause or applicable law or is unlawful in any other way.
- 5.4. Publisher/Advertiser must not upload offensive, obscene, racist, defamatory, misleading or deceptive content, including photographs, on to the Platform or any associated Services. Media Futures Market does not actively edit the Platform but reserves the right to remove or edit any content posted on the Platform or any associated Services at its sole discretion and without notice, regardless of whether or not it is, in the opinion of any third party, offensive, obscene, racist, defamatory, misleading, deceptive or otherwise inappropriate. If Publisher/Advertiser notices any such content, please e-mail Media Futures Market at support@mediafuturesmarket.com.
- 5.5. Publisher/Advertiser is not permitted to use the Platform in a manner that is contrary to these Terms, Dutch law and/or any other applicable laws and regulations. In the event Media Futures Market suspects that Publisher/Advertiser uses the Services in such a way, Media Futures Market may (temporarily) block Publisher's account at any time and delete all information related to it.
- 5.6. Furthermore, Media Futures Market has the right to refuse or to block an Account if the Account is linked to (a bank account number which is linked to) an Account or Advertiser/Publisher that is already blocked. Publisher/Advertiser is not entitled to any compensation by Media Futures Market in connection with the suspension, blocking or deletion of the Account by Media Futures Market and Publisher/Advertiser hereby waives any right to any compensation of damages.

6. Marketplace and Description

- 6.1. The Platform provides a **Marketplace**, on which Publisher places its Offer(s). Advertiser may use the Marketplace to find a suitable Offer.
- 6.2. On the Platform, each Offer is sold via the checkout page. By means of adding the Advertisement Product(s) to their shopping cart, submitting their company details and confirm the booking, the Advertiser is able to purchase of Advertisement Product(s).
- 6.3. Every Offer offered on the Platform is accompanied by a description and/or pictures that describe the Offer as accurate as possible (the **Description**). Publisher guarantees that the Advertisement Products covered by the Offer are in accordance with the Description given with the Offer. Advertiser acknowledges that the Description may contain



restrictions on the Advertisement Product by the Offer, for example, but not limited to, territorial restrictions, brand restrictions and the content of an Advertisement Product such as harmful content.

- 6.4. If Advertiser may not find a suitable Offer on the Marketplace, Advertiser may place a **Request** via the Platform. Media Futures Market can see the Request and will get in touch with Advertiser by email or phone.

7. Advertising Purchase Agreement

- 7.1. When the Advertiser confirms the purchase in the final step in the checkout page a advertising purchase agreement is established between Advertiser and Publisher (the **Advertising Purchase Agreement**) of which Advertiser and Publisher will receive a confirmation by e-mail. Media Futures Market is not and will not be party to the Advertising Purchase Agreement.
- 7.2. The Advertising Purchase Agreement covers the buying and selling of the Offer and likewise the so-called **After Sales** by respectively the Advertiser and the Publisher. These After Sales entail contact between Advertiser and Publisher related to settlement regarding any further details to the (execution of the) Advertisement Product. After Sales are for the account and risk of Publisher, unless these Terms determine otherwise. Advertiser acknowledges that Media Futures Market is not liable in any way whatsoever for fulfilment of any agreements, including but not limited to the Advertising Purchase Agreement, between Advertiser and Publisher and the content of the Offer, unless otherwise required by law. Advertiser and Publisher are responsible for concluding the Advertising Purchase Agreement and any accompanying risks.
- 7.3. Advertiser and Publisher indemnify Media Futures Market of any claim or liability as a consequence of concluding or executing the Advertising Purchase Agreement.
- 7.4. If Advertiser and Publisher have a dispute, Advertiser and Publisher must resolve this themselves, in good faith consultations. If Advertiser and Publisher cannot jointly resolve the matter, then Media Futures Market may, entirely without obligation, act as an intermediary. Advertiser and Publisher indemnify Media Futures Market for claims for compensation of damages by virtue of its decision.
- 7.5. Advertiser and Publisher are obliged to execute the Advertising Purchase Agreement in accordance with applicable legislation and regulations and these Terms.

8. **Obligations of Publisher**

8.1. Publisher guarantees that:

8.1.1. (the representative active on the Account of) Publisher is authorized to place the Offer and to enter (on Publisher's behalf) into the Advertising Purchase Agreement;

8.1.2. Publisher will perform (the Advertisement Product in accordance with) the Advertising Purchase Agreement.

8.1.3. Publisher will not use the Platform as 'lead generator';

8.1.4. Publisher will not conclude any Advertising Purchase Agreement outside the Platform.

8.2. Publisher shall indemnify Media Futures Market against all damages of claims against Media Futures Market as a result of non-compliance with the guarantees in this clause.

9. **Obligations of Advertiser**

9.1. Advertiser guarantees that:

9.1.1. (the representative active on the Account of) Advertiser is authorized to purchase the Advertisement Product(s) and to enter (on Advertiser's behalf) into the Advertising Purchase Agreement;

9.1.2. Advertiser will not (in any way) infringe any (intellectual property) rights of Media Futures Market, Publisher and/or third-parties by performing the (campaign and/or advertisement via the) Advertising Purchase Agreement;

9.1.3. Advertiser will not use the Platform as 'deal generator';

9.1.4. Advertiser will not conclude any Advertising Purchase Agreement outside the Platform.

9.2. Advertiser shall indemnify Media Futures Market against all damages of claims against Media Futures Market as a result of non-compliance with the guarantees in this clause.

10. **Fees Publisher**

10.1. Media Futures Market and Publisher will agree on any **Publisher Fee** in the Platform Agreement Publisher.

10.2. By accepting these Terms, Publisher acknowledges and agrees that Media Futures Market also provides intermediary services to Advertiser.



11. **Cancellations**

- 11.1. Publisher/Advertiser waives all rights to cancel and/or terminate the Advertising Purchase Agreement, unless Advertiser and Publisher have agreed mutually otherwise in writing.
- 11.2. The cancellation and/or termination of the Advertising Purchase Agreement does not affect the payment (obligation) in respect of Media Futures Market.

12. **Privacy**

- 12.1. Several types of data will be processed when Publisher/Advertiser uses our Services. Insofar as personal data are concerned, Media Futures Market will only process these data as laid down in the Privacy Policy.
- 12.2. The Platform also records non-personal data. Media Futures Market may use these data to monitor the Platform, for analysis purposes and to improve the Services.

13. **Intellectual property**

- 13.1. Media Futures Market is the exclusive owner of all current and future, worldwide, intellectual property rights, such as, but not limited to patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, know-how, URL's and web addresses, ownership rights and processes, databases, data collections and any rights therein in relation to the Platform (and the underlying source and object code and the accompanying technical documentation) (the **Intellectual Property Rights**).
- 13.2. As long as Publisher/Advertiser complies with all its obligations, Publisher/Advertiser obtains a non-exclusive, non-transferable and non-sublicensable license for use of the Platform in accordance with these Terms. If Publisher/Advertiser no longer complies with its obligations, Media Futures Market can withdraw this licence with no notice of default being required.

14. **Liability: Platform is offered 'as is'**

- 14.1. Advertiser and Publisher are fully responsible and liable for their use of the Platform.



- 14.2. Advertiser and Publisher will fully indemnify Media Futures Market for any damages or costs of whatsoever nature arising from the non-fulfilment of one or more obligations under these Terms.
- 14.3. In its activities under these Terms and the Advertising Purchase Agreement, Advertiser and Publisher are obliged to fully comply with all the applicable legislation and regulations and indemnifies Media Futures Market for any damages or costs of whatsoever nature in that connection.
- 14.4. Advertiser and Publisher are solely responsible for the technical operation and maintenance of their internet connection, internal network and all other systems that are relevant or necessary for undisturbed use of the Platform.
- 14.5. Unless there is wilful misconduct or gross negligence on the part of Media Futures Market, Media Futures Market is not liable in any way for Advertiser's or Publisher's (direct or indirect) damages or costs of whatsoever nature in connection with use of the Platform, the Account, the information shared on the Platform or in relation to the Advertisements Purchase Agreement(s), such as, but not limited to, damages and costs due to the lack of a proper functioning of the Platform, technical faults and unlawful information on the Platform. Media Futures Market cannot be and is not responsible for compliance of Advertiser's or Publisher's obligations.
- 14.6. Media Futures Market's liability for indirect damages, including but not limited to consequential damages, lost profits, lost savings, reduced goodwill, loss due to business interruption, losses as a result of claims from the Advertiser's/Publisher's customers and damages in connection with engagement of third parties by the Publisher/Advertiser, is excluded.
- 14.7. If Media Futures Market nevertheless is liable towards Advertiser or Publisher, this will be limited to 10% of payments made to Media Futures Market by this party during the calendar year in which the liability causing event took place.
- 14.8. Nothing in these Terms shall exclude or limit Media Futures Market's liability when it cannot be excluded or limited under applicable law.

15. **Service guarantees**

- 15.1. The Services are provided 'as is'. Media Futures Market will make reasonable efforts to provide the Services, however, Media Futures Market does not make any commitments



with regard to the availability, continuity, functionality or usability of the Services, nor does it make any other commitments other than those expressly set out in these Terms.

- 15.2. Media Futures Market has the right to partially or entirely terminate, suspend or alter the provision of the Services at any time, without prior notification, and for any reason at its sole discretion, for example (without limitation) if Media Futures Market has reason to believe that Publisher/Advertiser acts in violation of these Terms, applicable law or the rights of a third party, or Media Futures Market decides to cease or alter one or more of its Services in general.
- 15.3. Media Futures Market shall at all times endeavour to facilitate the Services and keep the Services accessible at all times. However, as Media Futures Market will continuously improve the Services, some changes will be made to the Services and occasional scheduled maintenance downtime of the Services can be expected.
- 15.4. Media Futures Market reserves the right to wholly or partially use third parties to supply the Services at any time.
- 15.5. Media Futures Market has no control over the conduct of, or any information provided by, a Publisher/Advertiser and hereby disclaims all liability in this regard to the fullest extent permitted by applicable law. We do not guarantee that an Advertisement Product (and/or an Advertising Purchase Agreement) will obtain a certain amount of revenue or any revenue at all. We do not endorse any Advertisement Product (and/or an Advertising Purchase Agreement), and we make no guarantee, express or implied, that any information provided through the Services is accurate. We expressly disclaim any liability or responsibility for the outcome or success of any Advertisement Product. Publisher/Advertiser must make the final determination as to the value and appropriateness of contributing to any Publisher/Advertiser or Advertising Product.

16. **Force Majeure**

- 16.1. Media Futures Market may, at its discretion, terminate the Platform Agreement Publisher/Advertiser or suspend its execution if, due to circumstances (beyond its sphere of influence or of which it was not aware), it temporarily cannot comply with its obligations, without being liable to pay any compensation of damages.
- 16.2. If, prior to force majeure entering into force, Media Futures Market has complied with the obligations under the Agreement and this part independently has value, then Media Futures Market may submit an invoice for such fulfilled part.



17. **Miscellaneous**

- 17.1. Advertiser or Publisher may never act as an agent or representative of Media Futures Market and, in particular, they may not undertake any commitments or obligations for or on behalf of Media Futures Market, unless agreed otherwise in writing in advance. Advertiser and Publisher will fully indemnify Media Futures Market for any damages or costs of whatsoever nature arising from non-fulfilment of this clause.
- 17.2. Media Futures Market is entitled, at all times, to amend these Terms. The amended Terms will be in force from the time that they are posted on the Platform. A notification of this will be shown when Publisher/Advertiser opens the Platform and will be in effect as of that moment. If Publisher/Advertiser continues to make use of its Account, it accepts applicability of the amended Terms.
- 17.3. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision in it. The invalid provision shall be deemed to be replaced by a valid and enforceable provision that complies with the objectives of Media Futures Market as much as possible.
- 17.4. If Media Futures Market does not enforce parts of these Terms, this cannot be regarded as a waiver of the right to enforce this at a later stage against the Publisher/Advertiser.
- 17.5. The Publisher/Advertiser cannot transfer its rights and obligations under these Terms to third parties. Media Futures Market can assign and/or transfer all rights and obligations under these Terms to a third party, without consent from the Publisher/Advertiser being required.

18. **Applicable law and competent court**

- 18.1. These Terms shall be governed by and construed in accordance with the laws of the Netherlands.
- 18.2. All disputes arising out of or in connection with these Terms shall be exclusively submitted to the competent court in Amsterdam.

Media Futures Market B.V.

Boompjes 40

3011 XB Rotterdam



The Netherlands

T: +31 6 51136042

E: support@mediafuturesmarket.com

Chamber of Commerce: 80800475

VAT: 861804673B01

