

## **Terms & conditions of bol.com Retail Media Groep – Version 8.0 17 December 2020**

### **Article 1 – Definitions**

In these Terms & Conditions of bol.com Retail Media Groep, the following definitions apply:

- 1.1 bol.com: the private limited company bol.com B.V., with its registered office in Amsterdam, operating in the Netherlands under VAT number: NL 807149974 B01 and registered with the Utrecht Chamber of Commerce under number 32147382, operating in Belgium under VAT and company number: BE 0824148721;
- 1.2 Advertiser: the natural or legal person entering into an Agreement with bol.com;
- 1.3 Website(s): the bol.com websites, i.e.: www.bol.com, weblog.bol.com, stijl.bol.com, lees.bol.com, tech.bol.com, thuis.bol.com, kids.bol.com as well as the bol.com applications and/or any other digital medium owned and/or operated by bol.com;
- 1.4 Onsite Advertising Space: the space for certain promotional messages offered by bol.com on the Websites;
- 1.5 Display advertising - Onsite: a promotional message compiled by bol.com in collaboration with the Advertiser, in the shape of a banner shown in the Onsite Advertising Space;
- 1.6 Display Advertising - Offsite: a promotional message compiled by bol.com in collaboration with the Advertiser, in the shape of a banner shown outside the Websites, which banner leads to the advertised products offered on www.bol.com;
- 1.7 Display Advertising: Display Advertising - Onsite and Display Advertising - Offsite;
- 1.8 ATL Package(s): promotional messages that 'free-ride' on general bol.com campaigns through multiple channels, such as radio, television or on the campaign page of bol.com, during fixed periods such as bol.com 'tiendaagse';
- 1.9 Sponsored Products: a promotional message compiled by bol.com based on one or more products as listed by the Advertiser and which is shown in the Onsite Advertising Space;
- 1.10 Content Marketing: a commercial contribution compiled by bol.com in the shape of an editorial article about products designated by the Advertiser, and which is shown in the Onsite Advertising Space;
- 1.11 Social Advertising: a promotional message compiled by bol.com, in bol.com style, shown on social media channels (Facebook/Instagram) to relevant public;
- 1.12 Advertisement(s): a promotional message which may consist of Display Advertising, Sponsored Products, Content Marketing, Social Advertising or a combination of promotional messages for ATL Packages;
- 1.13 Services: the services supplied by bol.com consisting of arranging Advertisements;
- 1.14 Terms & Conditions: these Terms & Conditions of bol.com Retail Media Groep (including the terms and conditions included in the hyperlinks in these Terms & Conditions);
- 1.15 Offer(s): all offers and quotations issued by bol.com regarding the Services;
- 1.16 Agreement: any agreement between bol.com and the Advertiser with regard to the delivery of the Services by bol.com;
- 1.17 Parties: the Advertiser and bol.com jointly;
- 1.18 Advertising Material: material used for the compilation of the Advertisement;
- 1.19 Terms of Delivery: conditions Advertisements have to comply with, specified in <https://adverteren.bol.com/aanleveragevoorwaarden>;

- 1.20 Environment: the environment within which the Advertiser (or bol.com as instructed by the Advertiser) can use and manage the Sponsored Products;
- 1.21 Account: a personal account in the name of the Advertiser for access to the Environment;
- 1.22 Cost Per Click: the amount the Advertiser is prepared to pay when a visitor of [www.bol.com](http://www.bol.com) clicks the Sponsored Product and which amount has been set out in the Environment;
- 1.23 Cookie(s): cookies, web beacons or any other technology that allows electronic communications networks to access data stored in the peripherals of visitors to the Websites;
- 1.24 Mabaya: Doobe In-site Ltd., supplier of the Environment.

## **Article 2 - Applicability**

- 2.1 These Terms & Conditions apply to every request of the Advertiser to supply Services, to all Offers and to the Agreement, as well as to the Services to be provided by bol.com.
- 2.2 If, at any time, all or part of any of the provisions in these Terms & Conditions are void or invalidated, the remaining provisions of these Terms & Conditions will continue to be fully in effect. The parties will subsequently agree by mutual consent new provisions to replace the void or invalidated provisions, as much as possible taking into account the objective of the original provisions.
- 2.3 Bol.com is at any time entitled to amend these Terms & Conditions. The amended Terms & Conditions shall take effect from the moment that bol.com has notified the Advertiser accordingly. By way of its subsequent continuous use of the Services, the Advertiser accepts the applicability of the amended Terms & Conditions. In the event that the amended Terms & Conditions are not acceptable to the Advertiser, the Advertiser has the right to terminate the Agreement within 14 days after the aforementioned notice. If the Agreement is terminated, bol.com shall close the Account.
- 2.4 The Advertiser explicitly acknowledges that these Terms & Conditions exclude its own terms & conditions, even if the latter are referred to in the offers, invoices or other documents issued by the Advertiser. The Advertiser expressly and exclusively accepts the provisions of these Terms & Conditions.
- 2.5 In the event that provisions in these Terms & Conditions conflict with provisions of the Agreement, the provisions in the Agreement shall prevail.

## **Article 3 – Offers**

- 3.1 All Offers are without obligation and subject to change and availability. Obvious mistakes in the (accepted) Offer are not binding on bol.com.
- 3.2 If bol.com at any time adjusts an Offer by issuing a new Offer, the previous Offer shall lapse.

## **Article 4 – Display Advertising (applicable when procuring Display Advertising)**

- 4.1 Prior to any individual Display Advertising, the Parties shall agree the term, the location, the kind of Display advertising (Display advertising - Onsite and/or Display advertising – Offsite), and possibly the number of showings of Display Advertising.
- 4.2 In the event that the Parties have agreed a number of showings of Display Advertising and this number has not been reached within the agreed term, bol.com will extend the term until the number of showings has been achieved, unless otherwise agreed by the Parties.

- 4.3 The Advertiser shall provide Advertising Material to be used by bol.com to compile the Advertisement. Delivery of the Advertising Material takes place as provided in the Terms of Delivery.
- 4.4 If the Advertiser does not comply with Article 4.3, bol.com shall be entitled to cancel or defer the Services and/or charge the Advertiser the agreed amount.
- 4.5 Bol.com shall endeavour to deliver a final report to the Advertiser within 10 working days following the last showing of the Display Advertising, stating:
  - the total delivery;
  - clicks;
  - click-through rate; and
  - visibility.

#### **Article 5 – ATL Packages (applicable when procuring ATL Packages)**

- 5.1 The procurement of an ATL Package is solely possible if the products of the Advertiser fit within the set-up of the ATL Package, determined by bol.com. Prior to each ATL Package, the Parties shall agree the term, the location, the type (which media and which media components) and where applicable the number of showings per individual promotional message.
- 5.2 An ATL Package consists of a number of different usable media components. Various ATL Packages are available. For each Package, a fixed number of media components may be used depending on the type of the campaign.
- 5.3 Bol.com is entitled at any time and without having to state reasons, to (partly) amend, cancel (or discontinue the delivery of) an ATL Package and/or to state additional conditions for the delivery of an ATL Package. This may be the case if bol.com suspects that one or more of the applicable conditions is breached.
- 5.4 Bol.com shall endeavour to deliver a final report to the Advertiser within 10 working days after termination of the relevant campaign, stating:
  - Radio & TV: Gross Rating Points;
  - Home- & campagne pagina: Impressions, Total Products Sold of Brand, Total Brand Value;
  - Display Advertising-offsite: Impressions, Clicks, CTR, Total Products Sold of Brand, Total Brand Value;
  - Social Advertising: Impressions, Outbound Clicks, Total Products Sold of Brand, Total Brand Value;
  - 'Dagdeal' mailing: Mailings, Open Rate, Clicks, Total Products Sold of Brand, Total Brand Value; and
  - App Alerts: number of App Alerts.

#### **Article 6 -Sponsored Products (applicable when procuring Sponsored Products)**

- 6.1 Bol.com grants the Advertiser access to the Environment in order to purchase Sponsored Products. Use of the Environment is subject to the [Mabaya Terms & Conditions](#).
- 6.2 Every Advertiser is obliged to use an Account in the Environment, which Account must be applied for at bol.com in advance.
- 6.3 After the Advertiser has applied for an Account, bol.com shall provide the Advertiser with the login details for the Account.
- 6.4 The Advertiser must take care when using its login details and must adhere to the guidelines and instructions in this respect.
- 6.5 The Advertiser acknowledges that the login details are strictly confidential and shall be responsible for maintaining their confidentiality and shall not supply them to

- third parties, with the exception of situations in which a third party manages the Account for the Advertiser. The Advertiser is at all times solely responsible for the use of its Account.
- 6.6 The Advertiser will inform bol.com immediately if the Advertiser suspects that a third party has gained unauthorised access to its login details.
  - 6.7 Any abuse of the Advertiser's login details shall at all times be completely at the expense and risk of the Advertiser. Bol.com is not liable for abuse of the Account unless the abuse of the Account can be attributed to bol.com.
  - 6.8 The Advertiser can make offers in the Account or instruct bol.com or a by the Advertiser authorised third party to do so. Advertiser is fully responsible and liable for the offers made by authorized third parties in the Account.
  - 6.9 If the Parties have agreed that bol.com shall make offers in the Environment on behalf of the Advertiser, this shall constitute a power of attorney pursuant to Art. 3:60 (Netherlands) Civil Code, and the Advertiser herewith instructs bol.com at the expense and risk of the Advertiser to make offers in its Environment, which instructions bol.com accepts herewith. The Advertiser has insight into the actions of bol.com by logging in on its Account.
  - 6.10 Bol.com shall endeavour to achieve the objective agreed in advance by the Parties. Bol.com cannot warrant that this objective will be achieved as this partly depends on external factors, such as activities of other Advertisers.
  - 6.11 The Advertiser shall request a budget (spending limit) for the submissions of offers at bol.com, on which bol.com shall make the budget available in the Environment. This concerns a notional budget that is used for Sponsored Products. Ultimately, the budget must be used fully for the benefit of Sponsored Products. If the Advertiser does not use the full budget, bol.com shall reserve the right to invoice for the full budget as if it had been fully used for Sponsored Products.
  - 6.12 The Environment determines automatically who has made the winning offer.
  - 6.13 If the Advertiser has made the winning offer, its Sponsored Products will be shown on www.bol.com.
  - 6.14 Bol.com may at its discretion determine the position of the Sponsored Products on www.bol.com. The Advertiser may indicate the preferred position in the Environment by way of Cost Per Click, but cannot derive any rights from this.
  - 6.15 The length of the period in which the Sponsored Products of the Advertiser shall be shown depends on the spending limit of the Advertiser and on other factors (determined by bol.com or otherwise), such as the height of the offer, availability of the product, and whether a better offer is made when the Sponsored Products are featured www.bol.com.
  - 6.16 Bol.com has the right, at any time, and without giving reasons to refuse an Account, make additional requirements for granting an Account or blocking an already created Account. Such situation may arise in the event that bol.com suspects a breach of one or more of the applicable conditions, in the event of fraud, in the event that the use of the Account disrupts the proper operation of the Environment or, in the view of bol.com, may harm the reputation of bol.com or third parties.
  - 6.17 Bol.com has the right, at any time, to refrain from providing the Environment or to provide the Environment using another supplier.
  - 6.18 Bol.com has the right at any time and for any reason to refrain from carrying out the instructions on behalf of the Advertiser as referred to in Article 6.8. If bol.com decides not to carry out the instructions, it will inform the Advertiser accordingly.

- 6.19 The Advertiser may at any time decide to suspend the Sponsored Products and/or discontinue the use of the Environment and the Account.
- 6.20 Bol.com warrants that it will keep confidential the login details of the Account and will only use them for placing offers as instructed by the Advertiser.

**Article 7 – Content Marketing (applicable when procuring Content Marketing)**

- 7.1 The Advertiser will supply Advertising Material to be used by bol.com to make up the Content Marketing. Delivery of the Advertising Material shall take place pursuant to the Terms of Delivery.
- 7.2 If the Advertiser does not comply with Article 7.1, bol.com is entitled to cancel or defer the delivery of the Services and/or charge the Advertiser the agreed amount. The Advertiser shall pay these costs within the payment term on the invoice.
- 7.3 Bol.com shall submit to the Advertiser a draft of the Content Marketing prior to bol.com placing it in the Onsite Advertising Space. The Advertiser is entitled to propose a one-off adjustment as long as it is in line with the Advertising Material supplied by the Advertiser. For making additional adjustments costs are payable by the Advertiser to bol.com on the basis of the number of hours spent on (€ 100 per hour).
- 7.4 Bol.com reserves the right, as much as possible in consultation with the Advertiser, to adjust the Content Marketing or (temporarily) remove it from the Website if products named in the Content Marketing are no longer offered by bol.com. The Advertiser can also request bol.com to do so.
- 7.5 Bol.com shall endeavour to deliver a final report to the Advertiser within 10 working days after termination of the Content Marketing campaign, stating:
- page views;
  - number of unique readers;
  - average reading time;
  - scroll depth;
  - CTR to www.bol.com;
  - bounce rate on the landing page;
  - impressions;
  - campaign target groups used;
  - clicks; and
  - CTR per source of origin.
- 7.6 If the Content Marketing consists of a competition, the Advertiser is responsible for paying any imposed tax (on games of chance) as well as complying with the applicable Promotional Games of Chance Code of Conduct.
- 7.7 Bol.com determines whether and which means will be used to attract visitors to the Content Marketing.
- 7.8 Bol.com is not obliged to remove Content Marketing after termination of the Agreement.

**Article 8 – Social Advertising (applicable when procuring Social Advertising)**

- 8.1 Prior to placement of any Social Advertising, the Parties shall agree the fee as well as the location of the Social Advertising.
- 8.2 The Advertiser will supply Advertising Material to be used by bol.com to make up the Social Advertising. Delivery of the Advertising Material shall take place pursuant to the Terms of Delivery.

- 8.3 Bol.com shall endeavour to deliver to the Advertiser a final report within 10 working days after termination of the Social Advertising campaign, stating (per advertising flight):
- Impressions;
  - Campaign target groups used;
  - Clicks;
  - CTR per source of origin as campaign results;
  - Instant Experience opening rate;
  - Instant Experience view time;
  - Outbound clicks to bol.com
  - Sold products from the campaign filtered for relevant advertiser; and
  - Direct campaign turn-over, filtered for relevant advertiser.
- 8.4 If the Social Advertising consists of a competition, the Advertiser is responsible for paying any imposed tax (on games of chance) as well as complying with the applicable Promotional Games of Chance Code of Conduct.

### **Article 9 – Products excluded from Advertisements**

- 9.1 The procurement of Services is excluded for certain product categories. The Advertiser may consult the updated list with excluded products, the so-called 'Blacklist Marketing', via:  
<https://sponsoredproducts.bol.com/app/files/2017/12/Blacklist-Sponsored-Products.pdf>.
- 9.2 Bol.com has the right to amend the list referred to in Article 9.1. at any time.
- 9.3 The Advertiser must consult the list regularly to be informed of any amendments.

### **Article 10 – Obligations of the Advertiser**

- 10.1 The Advertiser warrants that in the performance of this Agreement it will comply with all that has been agreed between the Parties (including the provisions of the Agreement and these Terms & Conditions), the Netherlands Advertising Code and any other applicable legislation and regulations.
- 10.2 The Advertiser warrants that it is authorised to accept the Agreement and Terms & Conditions and to grant the rights it hereby grants.
- 10.3 The Advertiser warrants that it shall act at all times in accordance with the guidelines and instructions of bol.com in respect of the use of the Services.
- 10.4 The Advertiser warrants the accuracy and completeness of the information supplied to bol.com by or on behalf of it, such as the Advertising Material and the references included therein, and ensures that they comply with the relevant legislation and regulations.
- 10.5 The Advertiser warrants that the supplied Advertising Material does not and cannot contain any viruses or comparable software programmes (added by a third party with or without the knowledge of the Advertiser) that can harm the operation of the Services, the Websites, the Environment, the internet or the computers and/or software of third parties.
- 10.6 Bol.com has the right to refuse Services (including placing Advertisements) that do not comply with the applicable legislation and regulations. In the event of such refusal, the Advertiser continues to be liable in respect of bol.com for payment of the agreed fee.
- 10.7 The Advertiser is obliged to continuously check the delivered Services and to report any shortcomings in writing to bol.com immediately after delivery of the Services, failing which the Advertiser shall be deemed to have accepted the Services

unconditionally. In the event that the Advertiser reports a fault in the Services to bol.com, bol.com shall endeavour to resolve the fault as soon as possible.

- 10.8 The Advertiser is obliged to report in writing to bol.com any complaints with regard to the delivered Services within 30 days after receipt of the invoice (regarding the Services the Advertiser is complaining about). The Advertiser must also report in writing to bol.com any inaccuracies in invoices within 30 days after receipt of the invoice. In the absence of a timely complaint, any rights of the Advertiser (inclusive of but not limited to, the right of performance, cancellation, setoff, suspension and damages) shall lapse.
- 10.9 If the Advertiser acts on behalf of a third party, the Advertiser is jointly and severally liable for the performance by such third party of the obligations as set out in the Agreement and the Terms & Conditions.
- 10.10 The Advertiser warrants that it shall take adequate technical and organisational measures to safeguard the systems used in the context of the Agreement and provided by the Advertiser (such as an ad server and demand side platform). These measures will warrant a suitable level of security, taking into account the state of the art and costs of the implementation.

#### **Article 11 – Obligations of bol.com**

- 11.1 In the performance of its duties as a contractor, bol.com shall act with due care and diligence.
- 11.2 Bol.com cannot warrant (uninterrupted) availability, security and suitability of the Services.
- 11.3 Bol.com aims to display the supplied Advertising Material to the best of its abilities, but cannot guarantee the exact reproduction of the Advertising Material when displayed on the Websites.
- 11.4 Bol.com is not responsible for the availability and continuing availability of sufficient stock of the products referred to in an Advertisement.

#### **Article 12 – Invoicing and payment**

- 12.1 The fees set out in the Agreement and Environment are exclusive of VAT and any other government levies.
- 12.2 If the Advertiser procures Sponsored Products, the fee owed will be calculated based on the numbers of clicks achieved multiplied by the Cost Per Click.
- 12.3 The Advertiser is not authorised to offset or suspend its obligations under the Agreement or these Terms & Conditions.
- 12.4 If according to the Agreement, the Advertiser consists of multiple natural persons and/or legal persons, each of those (legal) persons shall be jointly and severally liable in respect of bol.com to perform the Agreement and these Terms & Conditions.
- 12.5 The Parties shall determine by mutual consent whether an incorrect invoice will be credited or whether bol.com shall compensate it by improved and/or renewed performance of the Services.
- 12.6 To determine the fee payable by Advertiser for the Services provided, the measuring systems of bol.com are leading, if applicable. Only when the difference between measured ad impressions exceeds 10%, bol.com and the Advertiser will investigate the cause of these differences. Until the cause of the difference in measurements has been established, bol.com's measuring results continue to constitute the guiding principle for the determination of the fee.

- 12.7 Bol.com may choose to set-off the amounts payable for the Services against amounts owed to the Advertiser by bol.com under any other agreement. In that case, the amounts payable for the Services are immediately due and payable after delivery of the Services. If bol.com does not opt for set-off, the Parties have agreed otherwise or if the Advertiser does not owe any amounts to bol.com at any given moment, the other provisions in Article 12.8 and Article 12.9 shall apply.
- 12.8 The Advertiser shall pay invoices for the Services provided within the following period: (a) the payment term applicable to the Advertiser according to the agreement between the parties for the purchase of goods by bol.com from the Advertiser; or (b) if such an agreement does not exist or terminates, a payment term of 30 calendar days after the invoice date.
- 12.9 In the event that the Advertiser does not or not timely pay the fee due, the Advertiser shall be obliged to pay commercial interest on the outstanding amount without a demand or notice of default being required. In the event that following a demand or notice of default, the Advertiser continues to fail to pay the amount due, bol.com can refer the amount due for collection, in which case the Advertiser is also liable for payment of any judicial and extrajudicial costs. Such without prejudice to any other rights bol.com may have.

### **Article 13 – Intellectual Property**

- 13.1 The Advertiser acknowledges that all (intellectual property) rights regarding the Services, Environment, Advertisement and any bol.com brands and logos are and will be the property of bol.com and/or its licensor and cannot in any way be used by the Advertiser without the prior written consent (which also includes e-mail) of bol.com.
- 13.2 The intellectual property rights in the Advertising Material provided by the Advertiser to bol.com remain with the Advertiser and/or its licensors. To the extent required for the delivery of Services, the Advertiser shall grant bol.com a limited, non-exclusive, transferable right in perpetuity to use the IP rights of the Advertiser on the Websites.

### **Article 14 – Cookies**

- 14.1 Bol.com does not permit the use of Cookie(s) by the Advertiser in Advertisements and on the Websites.
- 14.2 Bol.com shall add Cookies to the Advertisements which are required for the purpose of measuring impressions, clicks and visibility of the Advertisements.
- 14.3 Bol.com has the right to perform an audit of compliance by the Advertiser of the obligation agreed in this Article 14.1. The Advertiser is obliged to cooperate with the audit at its own expense.
- 14.4 Bol.com will indicate in writing when it wants to have an audit carried out and whether the audit will be carried out by bol.com or by an independent consultancy, and in the latter case shall provide the name of the consultancy.
- 14.5 The performance and the results of an audit are subject to the confidentiality obligation as referred to in Article 17.4, unless such information must be used in legal proceedings.
- 14.6 In the event of a breach of Article 14.1, the Advertiser shall forfeit an immediately due and payable penalty to bol.com of € 100,000 per breach, without prejudice to any other rights bol.com might have, including the right to claim damages and the option to terminate the Agreement with immediate effect. If the Agreement is terminated, bol.com shall close the Account.



## **Article 15 – Suspension, term and termination**

- 15.1 The Agreement shall commence on the date on which the Advertiser signs the Agreement or, in the absence of a signed Agreement, the date on which bol.com starts to provide the Services.
- 15.2 Agreed dates on which the Services are provided are no fixed dates.
- 15.3 Either Party has the right to early terminate the Agreement by means of a written notice, with immediate effect and without being liable for payment of compensation, if:
- a. a Party has been declared irrevocably bankrupt;
  - b. a Party applies for suspension of payments or this Party is granted suspension of payments;
  - c. a Party is put into administration;
  - d. the company of a party has been wound up or discontinued;
  - e. the intended objective of the Agreement becomes unachievable due to government regulations or stipulations;
  - f. a force majeure situation occurs which has lasted for longer than 14 days.
- 15.4 With the exception of the provision in Article 15.3, all or part of the Agreement may be cancelled by either Party with immediate effect by way of a written notice in the event that the other party does not, not timely or not properly perform its obligations arising from the Agreement and such Party does not perform its obligations in full within 14 days after having been made aware of its conflicting actions. Such cancellation does not entail a waiver of any entitlements to damages and compensation of costs already incurred.
- 15.5 Bol.com has the right to suspend all or part of the delivery of the Services to the Advertiser in the event that the Advertiser fails to perform any of the obligations under the Agreement, including non-performance of an obligation as included in these Terms & Conditions. Bol.com has the right to charge the Advertiser any costs incurred in connection with the suspension of the delivery of its Services.
- 15.6 Bol.com is at any time entitled to refuse or cancel the delivery of the Service for reasons of its own. If bol.com does not deliver a Service, the Advertiser is discharged from its payment obligation for this Service.
- 15.7 If bol.com terminates the Agreement, it shall not at any time be obliged to refund paid invoices or be liable for loss incurred by the Advertiser.
- 15.8 If the Agreement is terminated, bol.com shall close the Account.
- 15.9 Obligations in these Terms & Conditions that by their nature are intended to operate even after the termination of the Agreement, shall continue to exist after termination of the Agreement. These obligations include amongst others: provisions concerning warranties, liability, intellectual property rights, confidentiality, dispute resolution and applicable law.

## **Article 16 - Liability**

- 16.1 Bol.com is not liable for the use of the Advertising Material supplied by the Advertiser.
- 16.2 Bol.com is not liable for any loss to and/or costs incurred by the Advertiser as a result of or resulting from the Agreement or the delivered Services, unless it concerns intent, gross negligence or deliberate recklessness on the part of bol.com.
- 16.3 In the event that all or part of the exclusion of liability as referred to in Article 16.2 is declared void or is reversed by a competent court, the Parties agree here and now that in that case bol.com shall only be liable for the directly demonstrable

suffered/incurred loss/costs (excluding consequential/indirect loss/costs) and that this liability for such direct loss/costs shall never exceed € 500 per year.

16.4 The Advertiser shall be liable for any loss suffered by bol.com in the performance of the Agreement resulting from:

- non-performance by the Advertiser of any obligation under this Agreement;
- the use by bol.com of the Advertising Material supplied by the Advertiser;
- an attributable shortcoming on the part of the Advertiser, including non-compliance with the warranties in these Terms & Conditions;
- an unlawful act by the Advertiser, established according to objective criteria;
- actions by the Advertiser that exceed the authority granted to the Advertiser pursuant to this Agreement.

16.5 The Advertiser indemnifies bol.com against any loss (including third party claims) and/or costs of whatever nature resulting from:

- non-performance by the Advertiser of any obligation under this Agreement;
- the use by bol.com of the Advertising Material supplied by the Advertiser;
- an attributable shortcoming on the part of the Advertiser, including non-compliance with the warranties in these Terms & Conditions;
- an unlawful act by the Advertiser, established according to objective criteria;
- actions by the Advertiser that exceed the authority granted to the Advertiser pursuant to this Agreement.

#### **Article 17 – Miscellaneous**

17.1 The Advertiser shall not in any event act as an agent or a representative of bol.com and shall in particular not make any commitments or enter into any obligations for or on behalf of bol.com.

17.2 The Advertiser is not entitled to transfer all or part of its rights and/or obligations under this Agreement. This provision has effect under property law.

17.3 Bol.com has the right to outsource or otherwise transfer the rights and/or obligations in respect of the Agreement to another party.

17.4 The Parties are mutually obliged to refrain from disclosure of any confidential business information that has come to their attention in the performance of the Agreement.

17.5 The Advertiser shall not disclose in any publications, press releases or promotional messages the content of the Agreement and shall not use the name of bol.com as a reference, unless bol.com has given its prior written approval.

#### **Article 18 – Applicable law and competent court**

18.1 The Agreement and any associated legal relationships between the Parties are exclusively governed by the laws of the Netherlands and disputes shall be submitted to the competent Dutch court in Central Netherlands, location Utrecht.