



TERMS & CONDITIONS SIJTHOFF MEDIA

1) Definitions

- Advertiser:* any party that enters into an Agreement with Sijthoff Media for placing Advertisements;
- Advertisement:* all text and images, supplied by the Advertiser to Sijthoff Media, regarding the promotion of a product and / or service that Advertiser wants to be published in one or more Magazine (s) and / or on one or more Website (s) during one or more Event (s);
- Advertising Conditions:* these Advertising Conditions;
- Event:* an event organized by or on behalf of Sijthoff Media to which the Advertiser undertakes as a sponsor;
- IP rights:* all intellectual property rights and related rights, such as, but not limited to, copyright, patents, trademarks and trade secrets, database right and related rights, domain names, as well as rights on know-how and single line performance;
- Magazine:* the printed magazines published by Sijthoff Media on a regular basis in which the Advertiser can have an Advertisement;
- Agreement:* the agreement between Advertiser and Sijthoff Media under which Sijthoff Media, in accordance with the agreements in that agreement, will place Advertisements of Advertiser in one or more Magazine (s) and / or on one or more Website (s);
- Expression:* any commercial message that Sijthoff Media sends through its channels on behalf of an Advertiser in accordance with an Agreement, including Advertisements, but also online newsletters, sponsor propositions at live events, messages on social media, customized research, teaching methods, product sponsorship and video;
- Website:* a website operated by Sijthoff Media on which the Advertiser can have an Advertisement published, of which an up-to-date overview can be found at <http://www.sijthoffmedia.nl>;
- Sijthoff Media:* Sijthoff Media Groep B.V., having its office in (1018XA) Amsterdam at Weesperplein 4C, registered at the Chamber of Commerce under number 50717286 or an affiliate that enters into an Agreement with the Advertiser - as indicated in the Agreement;

2) Applicability

1. These Advertising Terms apply to any by Sijthoff Media group company - and by any other current or future Sijthoff Media Group B.V. group company – concluded Agreement with the Advertiser and on any offer made by Sijthoff Media regarding the placement of Advertisements or the sponsoring of an Event.
2. Additional and / or deviating terms and conditions – including purchase conditions - of the Advertiser are hereby explicitly rejected and do not form part of the Agreement.
3. Sijthoff Media is entitled to change these Advertising Conditions. The changed version takes effect one (1) month after publication and applies from that day to all new Agreements to be concluded and to all Agreements in force and still running, to the extent that they are implemented after the date of entry.
4. All offers and proposals from Sijthoff Media are without obligation, unless explicitly stated otherwise in writing.
5. Agreements only come into effect when both Parties have given their agreement to an assignment in writing (including by e-mail), or at the moment that Sijthoff Media proceeds to the execution of an assignment.

3) The realization and execution of the Agreement

1. The Agreement is concluded after written confirmation by Sijthoff Media to the Advertiser or by placement of the Advertisement. An Agreement may also consist of a confirmation of the agreements made by Sijthoff Media by letter or by e-mail to the Advertiser.
2. Sijthoff Media has the right at all times to refuse a request for entering into an Agreement.
3. After concluding an Agreement, Sijthoff Media will place the Advertisements supplied by the Advertiser in the agreed Magazines and / or on the agreed Websites in accordance with the provisions of that Agreement, and / or communicate the agreed upon other Expressions in the agreed manner.
4. Advertiser bears the risk of timely, complete and correct delivery of the Ads regardless of the method of delivery. The Advertiser hereby takes into consideration the instructions / guidelines given by Sijthoff Media.
5. Sijthoff Media provides its services on the basis of a best efforts obligation, and Sijthoff Media gives no guarantees with regard to a specific result of its services, in particular the results that the Advertiser achieves with the distribution of an Advertising.
6. All (delivery) periods mentioned by Sijthoff Media are determined to the best of its knowledge, based on the data it receives from the Advertiser. The periods mentioned are target dates. By exceeding the (delivery) deadlines, Sijthoff Media is not automatically in default.
7. Sijthoff Media is entitled to outsource the agreed services to a third party, when he considers this as beneficial, and will inform the Advertiser accordingly.
8. Sijthoff Media is entitled to suspend the execution of the Agreement in whole or in part and / or to charge the Advertiser additional costs resulting from the delay if the Advertiser fails to fulfill its obligations under the Agreement, or if Sijthoff Media has reasonable fears that the Advertiser will not be able to (fully) meet its obligations, without prejudice to any other right of Sijthoff Media. As soon as the Advertiser still complies with the Agreement and / or provides sufficient guarantee to fulfill his obligations, Sijthoff Media will cancel the suspension.
9. Sijthoff Media is at all times entitled, at its own discretion and reasonableness and without becoming liable to pay damages to the Advertiser, to refuse the distribution of an Expression or to change the content and form of an Expression in parts. In the event of a change in the content of an expression or the removal of an expression, Sijthoff Media will discuss this with the Advertiser.

4) The content of an Expression

1. The Advertiser will provide the content of an Expression that it wishes to have placed in a format and file type determined by Sijthoff Media.
2. The Advertiser will deliver the content of an Expression through the channels intended for this purpose and in accordance with the requirements set by Sijthoff Media, including requirements with regard to the content of an Expression. If the Expression does not meet the requirements set by Sijthoff Media, Sijthoff Media reserves the right not to distribute the Expression.
3. The Advertiser will in no case supply an Expression that is racist, sexist, insulting or polarizing in nature. The Advertiser will not deliver an Advertisement in the corporate identity of the Magazine or Website on which the Advertiser wishes to have the Advertisement placed.
4. Only after Sijthoff Media has approved an Expression supplied by the Advertiser will Sijthoff Media distribute this in the agreed Magazine (s) and on the agreed Website (s) or in another agreed manner. If the content of the Advertisement does not meet all requirements, Sijthoff Media will inform the Advertiser within two (2) weeks and give him the opportunity to supplement or change the registration.
5. Advertiser is fully responsible for the correctness and topicality of (the content of) an Expression.

5) Publication

1. Sijthoff Media will publish an approved Expression in the Magazine (s) and / or on the Website (s), and / or otherwise distribute it as specified in the Agreement.
2. Sijthoff Media has the right - after prior consultation with the Advertiser - to edit and / or shorten an Advertising, in order to ensure that the (amended) Advertising meets the (editorial) requirements imposed by Sijthoff Media, the corporate identity of Sijthoff Media and / or the applicable laws and regulations. It may happen that Sijthoff Media edits or mirrors the photo in an Expression.
3. Sijthoff Media is at all times entitled to change the layout of and content on a Website and / or a Magazine at its own discretion (including, but not limited to, changes in division into groups and sections, layout in its entirety and search options).
4. Sijthoff Media is furthermore entitled, for whatever reason, to discontinue or cancel a Magazine and / or Website and / or Event at any time. In that case, Sijthoff Media is not obliged to still execute the Agreement and can terminate it without being liable for damages. However, the Advertiser is entitled to a refund with regard to advertisements that have not yet been placed or with regard to sponsorship of Events that have not yet taken place.

Website

5. If an Expression is published on a Website, it will be automatically deleted after 8 weeks, unless otherwise agreed in the Agreement.
6. If and to the extent that is agreed in the Agreement, Sijthoff Media will periodically supply statistics relating to (the number of displays and interactions with) an Expression posted on a Website. Sijthoff Media makes every effort to provide these statistics correctly and completely, but the Advertiser cannot derive any rights from these statistics and the use thereof is at the Advertiser's own risk.
7. The Advertiser acknowledges that Sijthoff Media only makes the Website available to users and that it is therefore not involved in the transaction between the Advertiser and the buyer. Sijthoff Media will therefore never be a party to an agreement between the Advertiser and a buyer.
8. Sijthoff Media is not obliged to verify or to keep control over the content of an Expression or the power of an Advertiser to actually be able to sell products and / or services offered.

9. The Website contains links (for example by means of a hyperlink or banner) to the websites of third parties. These links can also be placed in or next to an Expression. Sijthoff Media has no control or influence over this and is not responsible for the operation of a link, nor for the content and policies of a third party website.
10. Sijthoff Media is at all times, without giving reasons, entitled to remove an Expression from one or more Website (s), without becoming liable to pay damages to the Advertiser. Sijthoff Media will do this, for example, if an Expression is not in line with the advertising policy of Sijthoff Media, (possibly violating IP rights or other rights of a third party, (possibly) in violation of laws or regulations or (potential) is harmful to the reputation of Sijthoff Media.

Magazine

11. If an Advertisement is published in one or more Magazines, this will happen - unless otherwise agreed - in the next issue of the Magazine after receipt of the request to be published in the Magazine. However, Sijthoff Media reserves the right to place the Advertisement in a later issue of the Magazine - without being liable to pay damages to the Advertiser.

6) Reimbursement and payment

1. The Advertiser owes the fees included in the Agreement for the distribution of one or more Expressions. All amounts as stated in an offer, quotation or Agreement are in euros and are increased with VAT, unless stated otherwise.
2. Sijthoff Media reserves the right to adjust its fees periodically. The adjustment will be announced one (1) month prior to the commencing date. If the Advertiser does not agree with the changed rates, it can cancel the Agreement on the commencing date of the rate change.
3. In the event that the Advertisement concerns the sponsorship of an Event, the Advertiser will receive an invoice for 50% of the agreed rate after the conclusion of the Agreement, regardless of the date on which the Event takes place. 30 days before the start of the Event, the other 50% of the agreed rate will be charged.
4. All invoices from Sijthoff Media must be paid by Advertiser within fourteen (14) days after the invoice date as indicated on the invoice.
5. If the Advertiser believes that the amount of the invoice is incorrect, or that there are any other imperfections in the invoice, it must immediately inform Sijthoff Media and give convincing evidence for this. Disputing (part of) an invoice does not suspend the payment obligation of the Advertiser with regard to undisputed invoices.
6. If the payment term is exceeded, the Advertiser will be in default by operation of law and Sijthoff Media will be entitled to charge the statutory interest calculated on the outstanding amount from the due date of the invoice. Sijthoff Media is also entitled to call upon the services of a debt collection agency. The costs of this, with a minimum of 15% of the amount due plus interest, are for the account of the Advertiser.

7) Duration and termination

1. The Agreement is entered into for the duration stated therein. The Agreement ends by operation of law after the agreed Expression(s) have been distributed in accordance with the agreed specifications.
2. Sijthoff Media will never be obliged, due to cancellation, dissolution or other means of termination of the Agreement, to refund money already received or any compensation.
3. In the event that the Advertisement concerns the sponsorship of an Event, the Advertiser is entitled to cancel the agreement while respecting the following:
 - a. Up to 90 days before the date of the Event, the Advertiser is not obliged to make a payment.

- b. Within 90 days prior to the date of the Event, the Advertiser is obliged to pay 50% of the agreed rate.
4. If the use of an Expression is restricted or prohibited, or if it conflicts with applicable laws or regulations or these advertising conditions, or infringes the IP rights of a third party, Sijthoff Media has, at its option, the possibility to terminate the Agreement in writing without paying any compensation, after which the Advertiser will compensate Sijthoff Media for the reasonable costs that Sijthoff Media already made in regarding the Expression, without prejudice to Sijthoff Media's right to claim additional compensation.
5. The parties have the right to terminate the Agreement in writing with immediate effect, without prior notice of default being required, if:
 - a. the other party applies for its own bankruptcy or suspension of payment,
 - b. the bankruptcy or suspension of payment of the other party has been requested or pronounced,
 - c. a substantial part of the assets of the other party is seized, d) the other party ceases or partially or wholly or partially terminates its business or activities,
 - d. when the business of the other party, or control of the business of the other party, is wholly or partially transferred to a third party or if the other party merges with a third party,
 - e. the other party fails to meet one or more of the obligations also from the Agreement after a reasonable period of time has been given by written notice of default to still meet its obligation (s).

8) Guarantee

1. Advertiser guarantees that:
 - a. the information in an Expression is correct, complete, accurate and current;
 - b. an Expression does not infringe on the rights of third parties, including IP rights;
 - c. an Expression meets all requirements set in applicable laws and regulations, self-regulation codes, including the Dutch Advertising Code and the standards that are set for it in society;
 - d. an Expression is not inconsistent with these advertising conditions;
 - e. the Expression will not harm the interests and / or the good name of Sijthoff Media.
2. The Advertiser guarantees that it is fully entitled and authorized to post or have the Expression placed.
3. Sijthoff Media gives no guarantee whatsoever with regard to the completeness, accuracy, prevalence, suitability, availability or operation of one of its Websites.

9) Liability and Indemnity

1. Sijthoff Media's liability for an attributable shortcoming in the performance of the Agreement, an unlawful act or any other act or omission by Sijthoff Media, its employees or third parties engaged by it, is limited to compensation for direct damage, as specified in paragraph 2 of this article. Sijthoff Media is never liable for damage to a consumer or other party who has come into contact with an Expression.
2. The liability of Sijthoff Media with regard to direct damage per event (whereby a series of related events is considered as one event) does not exceed the total amount that the Advertiser has paid Sijthoff Media in the twelve (12) calendar months preceding that event (ex. VAT) under the Agreement in connection with the damage caused. However, the total liability of Sijthoff Media is in no case higher than € 5,000 (ex. VAT).
3. "Direct damage" only means:
 - a. property damage;

- b. reasonably incurred costs that Advertiser should incur to ensure that Sijthoff Media's performance is in accordance with the Agreement;
 - c. costs reasonably incurred by the Advertiser to determine the cause and extent of the damage, insofar as the determination is related to direct damage within the meaning of the Agreement; and
 - d. reasonably incurred expenses to prevent or limit damage, to the extent that the Advertiser can demonstrate that these expenses have led to a limitation of direct damage within the meaning of the Agreement.
4. Sijthoff Media is not liable for damage other than direct damage as described in Article 9).3, including consequential damage arising from or in connection with the Agreement, including, without limitation, loss of profit, loss of turnover, loss of expected savings and other similar financial losses such as loss of goodwill or good name or other incidental, indirect damage, or exemplary or any other non-compensatory damages, of any kind, regardless of whether the Advertiser has informed Sijthoff Media of such possible damage, compensation or loss.
 5. The limitation of liability included in these Advertising Conditions does not apply if the damage is due to intent or gross negligence on the part of Sijthoff Media and its managers.
 6. The condition for any right of compensation is always that the Advertiser reports the damage in writing to Sijthoff Media as soon as possible after it arises. Every claim for compensation against Sijthoff Media will be cancelled by the mere expiry of twelve months after the claim arose.
 7. The Advertiser indemnifies Sijthoff Media against all damage, claims, claims or actions of third parties, including consumers and competitors of the Advertiser, including interest and costs, including all extrajudicial costs, in connection with an Expression.
 8. If Sijthoff Media has knowledge or comes to the realization that an Expression is unlawful, Sijthoff Media will act promptly to remove the (changed) Expression or to make access to it impossible. If reasonably possible, Sijthoff Media will inform and consult the Advertiser in advance. Under no circumstances will Sijthoff Media be liable for damage resulting from that action. All claims of the Advertiser to Sijthoff Media, whether due to a shortcoming in the fulfillment of the Agreement, or due to an unlawful act or on any other ground, expire as soon as a period of one (1) year has passed after the day on which the Advertiser became aware or could reasonably have been aware of the existence of those claims and the Advertiser did not submit the relevant claims within that period of one year.

10) Intellectual Property rights

1. All IP rights with regard to the Websites, Magazines, the Events and all IP rights that will arise during the provision of services by Sijthoff Media (including, but not limited to banners, articles, advertorials and branded content) are exclusively held by Sijthoff Media or its licensors.
2. Any IP rights in connection with an Advertising that the Advertiser makes available to Sijthoff Media remain vested in and remain with the Advertiser.
3. Sijthoff Media is entitled to use the name and / or logo of the Advertiser for marketing and / or promotional purposes of Sijthoff Media (for example, by including it in an (online) portfolio or overview of customers).

11) Miscellaneous

1. Sijthoff Media corresponds with Advertisers by means of e-mails to the e-mail address provided by the Advertiser and is not obliged to use other means of communication in the normal course of business. For this reason, the Advertiser will always report any changes to the e-mail address immediately. Where in these Advertising Conditions the word is included in writing, this is also meant by e-mail.

2. Parties are obliged, both during the term of the Agreement and after its termination, to maintain confidentiality with regard to all information that they know or can reasonably know to be secret or confidential, including in any case the content of the Agreement.
3. Sijthoff Media is entitled to transfer its rights and obligations under the Agreement without prior written consent of the other party.
4. Deviations from and additions to the Agreement are only valid if these have been agreed in writing by Sijthoff Media and the Advertiser.
5. If any provision of these Advertising Terms and Conditions and / or Agreement is void or is canceled, the remaining provisions thereof will remain in full force. In that case, Sijthoff Media and Advertiser will replace the void or voided provisions with new provisions, whereby the aim and purport of the void or voided provisions will be taken into account as much as possible.
6. Dutch law applies exclusively to these Advertising Terms and Conditions and the Agreement.
7. All disputes relating to, arising from or related to these Advertising Conditions and / or Agreement will be submitted exclusively to the competent court in the Amsterdam District.

These Advertising Terms were last modified: March 2020
