

Terms & Conditions for Advertisements in the Export/Import Daily Update (“The Daily Bugle”)

The terms and conditions set out herein shall govern all relations between the Publisher of the Export/Import Daily Update (“The Daily Bugle”), FCC Advisory BV (“FCC”), and the Buyer of Advertisement Space. The placing of an order or request to do so shall constitute acceptance of these terms and conditions. Any other proposed conditions or variations to these conditions shall be void and/or unenforceable unless specifically accepted by the Publisher in writing.

I. Definitions

Advertisement

Statements made by an Advertiser that are placed in the Daily Bugle in the therefore allocated advertising space and conforming to the [technical specifications](#) for advertisement in the Daily Bugle.

Advertising Space

The space in the Daily Bugle, expressed either in Pixels or in space divided into fields, that is made available for Advertisements

Publisher

The terms “Publisher”, “Us”, “We” or “Our” means FCC Advisory BV or FCC whose registered offices are situated at Landgoed Groenhoven, Dorpsstraat 6, 5314 AE Bruchem, the Netherlands, Dutch Chamber of Commerce number 58143955.

Buyer

“Buyer”, “Advertiser”, “You” or “Your” means the advertising agency or media buyer placing the Advertisement with Us on behalf of an advertiser or an advertiser placing the Advertisement with Us directly.

Principal

A natural person who or legal entity that enters into an agreement with FCC

Netiquette

The generally acceptable rules of conduct within the context of communication via the Internet, which include, but are not limited to, a prohibition against causing damage to third parties, violating the rights of third parties or in any way acting contrary to generally accepted social standards of care.

Hyperlink

A marked text or an image on an Internet page that is linked to and refers to another document, an image or any other file whatsoever. A mouse click on a Hyperlink brings the websurfer to that page or that file.

Pixel

A resolution unit that is used as a unit of measurement, of which an Advertisement may consist.

Maximum weight

The maximum size of a file of which an Advertisement may consist

2. Placing an Order and Our Rights

All Advertisement requests are offers and subject to acceptance by Us. Acceptance will occur upon written confirmation by us that Your Advertisement will be included. The Publisher reserves the right to decline to publish or omit, or suspend any Advertisements submitted to it, at its absolute discretion and without explanation. All Advertisements must comply with the Publisher's requirements including the technical specification provided to the Buyer. Should any such withdrawal, omission or suspension be due to the act or default of the Buyer of an accepted Advertisement or space for Advertisements (including failing to supply Advertisement copy or required revisions thereof in time), then the space reserved for the Advertisement shall be paid for in full whether or not the Advertisement is published. In addition, FCC is at all times entitled to refuse to place offered Advertisements on the grounds of

- technical objections;
- the content, nature, purport or form of the Advertisements submitted;
- an expected default of payment;
- the Advertiser's refusal to pay in advance;
- a conflict of interest;
- a conflict with Netiquette;
- a conflict with the provisions contained in the Dutch Advertising Code (Nederlandse Code voor het Reclamewezen);
- a conflict with instructions or recommendations of the Dutch Advertising Code Committee (Reclame Code Commissie); or
- other reasons as a matter of principle.
- In relation to any Advertisement order that we may accept from agencies or media buyers,

You are contracting with us as a principle rather than on an agency basis notwithstanding that you may be acting as an agent for the owner of the Advertisement or acting in a representative capacity.

FCC can, when requested, provide design capabilities for an Advertisement in conjunction with a third party who has a proven record of designing high-quality Advertisements. The specific terms and conditions of these services can be found [here](#). When Buyer wants to make use of these design services, the Buyer will enter into a separate contract with the third party Advertisement designer. FCC will not be part of this separate engagement.

3. Fulfilling Your Order

We will use reasonable efforts to comply with Your requirements regarding the date of insertion, the color reproduction and the position within the publication. Your requirements can be specified during the Order process, this includes the date of insertion, the color reproduction and the position within the publication. We will require you to submit the Advertisement in accordance with Our [technical specifications](#) for the particular publication in the Daily Bugle.

We reserve the right to alter the circulation or distribution of the publication any time without prior written notice to You. If copy and copy instructions including draft layouts are not received by the stipulated time the Publisher cannot undertake to supply proofs or make corrections and the Publisher reserves the right to repeat the most appropriate copy. The Publisher does not supply proofs of wordage, lineage or semi-display advertisements.

It is the responsibility of the Buyer to check the correctness of the Advertisement proof (and of each insertion of the Advertisement if more than one). The Publisher assumes no responsibility for the repetition of an error in an advertisement ordered for more than one insertion unless We are notified of the error in advance of the deadline for the subsequent insertion.

4. Your Obligations

It is a material term of this contract that:

- Production or publication of the Advertisement will not breach any contract, infringe or violate any copyright, trademark or other personal or proprietary right or render the Publisher liable for any proceedings whatsoever;
- Any information supplied in connection with the Advertisement is accurate, complete and true;
- The Principal is responsible for ensuring that advertising materials are supplied in a timely manner, in which respect the applicable deadline is the closing date for the supply of advertising materials on which the parties agreed at the time of the placement assignment. When the Principal does not supply the advertising materials in a timely manner, the Advertising Space sold will be charged and will be deemed to have been supplied;
- Advertisements conform to Our policy on acceptance of advertisements;
- In respect of any Advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified the Buyer or its client (if applicable) has obtained the consent of such living person to make use of such name, representation and /or copy; and

- The Buyer will fully indemnify the Publisher fully in respect of any claims, costs, proceedings, demands, losses, damages, expenses or liability howsoever arising, directly or indirectly as a result of any breach or any performance of any of the representatives' warranties or other terms contained herein or implied by law.

5. Advertisement Rates and Payment

Notwithstanding the provisions contained in these *Terms and Conditions for Advertisements in the Ex/Im Daily Update ("The Daily Bugle")*, FCC determines its rates and conditions independently. FCC is entitled to revise the *Terms and Conditions for Advertisements in the Ex/Im Daily Update ("The Daily Bugle")*, and the revised Terms and Conditions will apply as from that time. FCC will always inform You in a timely manner of the revision.

Payment for the Advertisement (including any associated charges shown on the relevant invoice) are unless otherwise stated, quoted including Sales Tax (which will be added if applicable at the prevailing rate) and are due in advance of publication. Payments will be made via our website after Your Order has been accepted, and you will receive payment instructions via email. The amount that You will be required to remit to Us will be calculated as follows: rate card or list price less any agreed discount; plus costs for designing an Advertisement (if applicable), plus Sales Tax to be added at the prevailing rate.

Time due for payment shall be no later than the payment date shown on our invoice to you (which may change from time to time). Revisions to invoice payment dates will be included on Your invoices, so You must check each invoice. Payment must be received by us via our PayPal account or into our bank account by the specified date. Should You or your bank fail to make payment within the time specified above, we may impose an administrative charge of \$20 per 15 days thereafter up to a maximum cap of \$40 for debts under \$1000 and \$70 for debts over \$1000 per Advertisement. We may charge you a commercial rate of interest on accounts that are overdue by more than a month. Any such additional charges will be invoiced and payment of new invoices shall be due as specified in the invoice.

Should you query any statement or invoice that we send to you, where this invoice includes multiple Advertisement charges, querying an individual charge shall not entitle you to withhold any payment in respect of the other charges included within the statement and/or invoice and these must be paid in accordance with the provisions above. Our right to interest and an administrative charge will not apply to any amount You contest in good faith. In the event that the original payment is not received by Us by a due date set out above, we may revoke any credit terms and limits for any future orders that we may choose to accept. We reserve the right to withdraw credit arrangements from You at any time.

We reserve the right to increase advertisement rates at any time or to amend the terms of the contract as regards to space or the frequency of insertions. In such event the Buyer has the option of not placing any further orders for Advertising. Existing accepted Advertising orders will be handled under the agreed terms.

6. Cancelling or Amending Orders

If the Buyer wishes to cancel or amend their Advertisement the following shall apply:

- Display of Advertisements may be cancelled without liability for payment, if notice is received by Us in writing by email (advertising@fullcirclecompliance.eu) no later than three days prior to the due date of publication. Amendments must be received by Us in writing by email (advertising@fullcirclecompliance.eu) at least 24 hours prior to the publication date otherwise the submitted Advertisement will be published and You will be liable for payment.
- If the Buyer cancels the balance of the Advertisement contract, except in the circumstances stated above permitting cancellation without cost or if the Advertiser does not complete insertions within the specified contractual period, it relinquishes any right to any series discount to which it was previously entitled and Advertisements will be paid for at the appropriate rate.

7. Publisher's Liability

The Buyer is obliged to indemnify and compensate FCC and third parties working for it against all claims of third parties that arise in connection with the placement of Advertisements in any medium of FCC's. This indemnification and compensation applies, among other things, to any claims of third parties in connection with infringements or alleged infringements of such third parties' copyrights or trademark rights. FCC does not accept any liability whatsoever for the content or form of the Advertisements placed by Advertisers.

FCC is liable for breach of contract only if it can be accused of more than a minor degree of negligence.

FCC's liability for direct damage that arises as a result of the failure to place Advertisements, the failure to place Advertisements in a timely manner or the failure to correctly place Advertisements does not exceed the amount in respect of which the assignment, or the part of the assignment that was not carried out or that was carried out incorrectly, was accepted.

Under no circumstances is FCC liable for any indirect or consequential damage. Any other or more extensive liability than the liability indicated above is excluded.

In the event of any liability on the part of FCC, such liability is limited to a maximum of the relevant invoice amount charged to the Advertiser or its intermediary.

8. Relationship with other clients

We provide services to other clients, some of whom may be in competition with You or have interests, which conflict with Your own. We will not be prevented or restricted by virtue of our relationship with You under this Contract from providing services to other clients.

9. Regulation of this Agreement

Neither FCC or the Advertisers will be liable to the other for any delay or failure to fulfill their obligations under these Terms and Conditions to the extent that any such delay or failure arises from causes beyond their control, including but not limited to fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riot, terrorist activities, strikes, lockouts and industrial disputes.

You may not assign any rights or obligations owned to us under this agreement without Our prior written consent.

The Advertiser acknowledges that Our publications are accessible throughout the world by the subscribers to the Daily Bugle. These terms and conditions shall constitute the entire agreement between You and Us and shall supersede all prior understandings, commitments and undertakings that either of us may have given. Except as expressly provided in these Terms and Conditions, no provision shall confer any right on any third party.

10. Disputes

If any dispute arises between us we will attempt to resolve the dispute in good faith by senior level negotiations. Where both of us agree that it may be beneficial, we will seek to resolve the dispute through mediation.

11. Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Netherlands and the Courts of the Netherlands shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Contract and any matter arising from it. The parties irrevocably waive any right they may have to object to any action being brought in those Courts, to claim that the action has been brought to an inconvenient forum or to claim that those Courts do not have jurisdiction. If no State is specified in the engagement letter, confirmation or proposal, the laws of the Netherlands shall apply.