



Publitas.com

Consolidated Multibrand

Acceptable Use Policy

This Acceptable Use Policy, including all appendices, apply to all Customers who use the Services of Publitas.com B.V. and/ or any signing entity under Publitas.com Holding B.V., whose registered office and address for service are located at J.H. Oortweg 21, 2333 CH Leiden, Netherlands. This Policy applies to the extent relevant in the context of the specific Service or Product selected by the Customer.

PLEASE READ THESE CAREFULLY.

1. Description

- 1.1. This Acceptable Use Policy (AUP) outlines the guidelines for using Publitas.com's Services and describes the types of content and activities that are prohibited. It also explains the Company's response to any complaints regarding content hosted on our platform or transmitted through our services.
- 1.2. This AUP is an integral part of our Terms of Service.

2. Definitions

- 2.1. **"Client"** means the Company's contracted customer and/or any user of the Service by virtue of their contract with The Company's contracted customer.
- 2.2. **"Company"** means Publitas.com B.V. and/ or any signing entity under Publitas Holding B.V.
- 2.3. **"Service"** means the service provided by the Company under the Subscription Services Agreement.
- 2.4. **"Server Farm"** means system for the hosting of digital publications, websites and other Internet services owned by the Company.
- 2.5. **"Web Hosting"** means any service provided by the Company which makes use of the Server Farm.

3. Client Responsibilities and Restrictions

- 3.1. The Client is responsible for using the Service within its restrictions to ensure compliance with legal, ethical, and contractual obligations. Clients must adhere especially, but not limited to the following:
 - The Service must not be used to transmit or exchange content that violates applicable laws, including illegal, offensive, defamatory, obscene, or harassing material.
 - Prohibited content includes, but is not limited to, child exploitation, hate speech, copyright infringement, and data privacy violations.
 - False or misleading advertisements are prohibited. All advertisements must meet legal transparency standards, including providing clear information about the data used for ad personalization.
 - Content supplied by the Client must be free of harmful elements, including viruses, malware, or malicious programming routines that could harm systems or data.
 - The Client must comply with applicable data protection laws and regulations.

- Misusing platform features, such as "Replace PDF," "Page Manager," or editing published catalogs to bypass publication limits, is prohibited.
- Recycling or overwriting existing publications to exceed agreed-upon quotas is not allowed.
- Sharing login credentials or granting unauthorized access to circumvent user or seat limits is forbidden.
- Embedding or hosting publications in external systems to obscure usage monitoring or analytics tracking is prohibited.
- Exploiting features like dynamic updates, API integrations, or bulk uploading for unintended purposes or in violation of the Agreement is not permitted.
- Hosting unrelated or unauthorized content, such as multimedia files, is not allowed.
- Automation, bots, or scripts to manipulate metrics such as views, impressions, or engagement are strictly forbidden.
- Exploiting technical vulnerabilities, manipulating backend systems, APIs, or administrative tools to bypass limits or gain unauthorized access is prohibited.
- Reselling, sublicensing, or redistributing access to the Service without explicit authorization is not allowed.
- Creating dummy accounts or employing proxies, iframes, or automated processes to obscure, manipulate, or falsify analytics data or usage metrics is disallowed.
- Subjecting the Service to denial-of-service (DoS) attacks or facilitates such harmful activities.
- Creating a security vulnerability for the Service or other users.
- Consuming excessive bandwidth, storage, or system resources.
- Causing harm to us, our systems, other users, or undermines system integrity.
- Using our email services in a way that results in excessive hard bounces, SPAM complaints, or abuse reports is prohibited.
- Posting or uploading content that infringes or is alleged to infringe on the intellectual property rights of others is not allowed.

3.2. Failure to comply with these responsibilities and restrictions may result in the suspension of the Service, disabling of features or termination of the Service with immediate effect

without notice and/or legal action whereby the Client agrees to indemnify and hold harmless the Company from claims, losses, liabilities, or expenses (including legal fees) resulting from the Client's breach.

4. Content Moderation and Safety

- 4.1. The Company cooperates with regulatory authorities and law enforcement agencies to ensure compliance with the Digital Services Act (DSA), GDPR, and other applicable laws. We provide resources to help users understand digital safety, misinformation, and privacy protection. The Client is responsible for ensuring all content they provide adheres to our content policies and taking appropriate action to address any violations.
- 4.2. The Company provides resources to help users understand how digital safety, misinformation, and privacy protection are handled. The Client is responsible for ensuring compliance with all content-related policies and taking appropriate action regarding content provided by them. The Company reviews complaints promptly and removes any illegal or harmful content that violates our policies. The Client will be notified of any content removal and will have an option to dispute the decision, explaining the legal basis for the action taken.
- 4.3. The Company provides resources to help Clients understand accessibility requirements under the European Accessibility Act (EAA) and other applicable laws. Clients are responsible for ensuring that all content they create and publish using the Platform meets relevant accessibility standards. The Company does not guarantee that use of the Platform results in compliance and is not liable for accessibility-related shortcomings in Client-created content.
- 4.4. The Company commits to treating all users fairly and without discrimination based on race, gender, religion, nationality, or political beliefs.
- 4.5. The Company regularly publish transparency reports on the impact of the content moderation practices, including data on removed content and appeals.
- 4.6. The Company regularly assesses systemic risks on our platform, including the dissemination of illegal content, impacts on fundamental rights, and threats to public security, and take measures to mitigate these risks. The Client is responsible for any misalignments.
- 4.7. The Company strictly prohibits the posting, sharing, or promotion of illegal content. Any such content will be promptly removed, and the Client responsible may face suspension or termination of their account.
- 4.8. Anyone can report illegal content or activities directly through the Company's platform or website. The Company will review all reports promptly and take appropriate action.
- 4.9. If content is removed or restricted, the Client will receive a notification explaining the reason, the legal basis, and options to dispute the decision.

- 4.10. If the Client believes its content was wrongfully removed or the Client's account was unjustly restricted, the Client has the right to appeal the decision through the dispute resolution process in their account.
- 4.11. The Company may use content recommendation algorithms, and when automated decisions impact content or accounts, Clients and their customers have the right to request a clear explanation. This includes understanding the factors considered in the decision and the reasoning behind it. Clients can also opt-out of or adjust content preferences when applicable.
- 4.12. The Company's privacy policy, as posted on the website, details the types of data collected, how it is used, stored, and protected. The Company is committed to complying with all relevant data protection regulations.
- 4.13. The Company does not impose any restrictions that prevent the Client from using multiple platforms simultaneously or switching to a different service provider. The Client supports data portability to facilitate easy transitions.
- 4.14. We will provide a clear and concise report on the actions taken regarding illegal content, including the number of requests received and actions taken.
- 4.15. We conduct regular independent audits to ensure compliance with the Digital Markets Act (DMA), GDPR, and other regulations. We will provide transparency regarding the results of these audits and the impact of our business practices.
- 4.16. We regularly update our policies to ensure compliance with the latest regulatory requirements. Users will be notified of significant changes via email or through announcements on our platform.

5. Web Hosting

- 5.1. The Company cannot and does not proactively monitor all content added or amended by the Client and cannot and does not guarantee that material added in this manner is free from illegal content or other materials that may be considered unacceptable.
- 5.2. The Client is solely responsible for the content on their web pages, whether hosted within the Company's domains (publitas.com, publitas.nl) or other domains on our server farm. This includes ensuring that all content complies with applicable laws and obtaining necessary permissions for any third-party materials.
- 5.3. The Client undertakes sole responsibility to ensure that it has permission to use any material added to a site, whether provided to the Company for inclusion on the Client's site or added directly by the Client.
- 5.4. The Client undertakes sole responsibility for any dispute involving Copyright or Intellectual Property Rights associated with any material added to a site, whether provided to the Company for inclusion on the Client's site or added directly by The Client.

- 5.5. The Client shall not use any digital publication, website or web service hosted by the Company to promote and/or distribute any material or content that is illegal under applicable legislation. The Client should be aware that the Internet is a global communications network and what may be legal in the Netherlands may be illegal elsewhere and leave the Client liable to prosecution in another country.
- 5.6. The Company may undertake investigation of content services if potential abuse is brought to its attention and reserves the right to remove any digital publication or website on The Server Farm that the Company deems to contravene this AUP.

6. Email

- 6.1. The Service must not be used to send unsolicited emails or communications that may cause offense, annoyance, inconvenience, or anxiety to recipients.
- 6.2. Additionally, the Service must not be used to send emails to recipients who have opted out of receiving such communications.
- 6.3. The Service must not be used with intent to deprive others of Service.

7. Accessibility

- 7.1. We are committed to ensuring that the Platform complies with all applicable regulations and industry standards, including GDPR, DSA, DSDM and WCAG.
- 7.2. By using the Platform, you acknowledge our compliance with these regulations and agree to work with us to ensure your usage remains aligned with applicable laws and standards.

8. Investigation of abuse of the Service

- 8.1. Please address all complaints about abuse of the Company's services to support@publitas.com.
- 8.2. The Company reserves the right to investigate potential abuse of its Acceptable Use Policy. This may include gathering information from relevant parties and materials on our servers. During investigations, we may suspend the Service or remove materials that violate our policies. The Client understands that we may need to access, store, or disclose data in accordance with applicable laws and cooperate with law enforcement agencies if necessary.
- 8.3. The Client understands that the Company may be required by applicable legislation to access, store, copy or otherwise process the Client's data stored within or transmitted by the Service. By accepting this Acceptable Use Policy, the Client expressly agrees that the Company may access and use the Client's personal data or other account information in connection with any such investigation and may disclose such data to any law enforcement authority.

- 8.4. The Company reserves the right to terminate the Service, with immediate effect and without further obligation or liability to the Client if required to do so by any law enforcement authority or by the Courts of the Netherlands.

9. Concluding Provisions

- 9.1. Both parties agree to treat all business secrets and data security measures of the other party as confidential, even beyond the termination of this AUP.
- 9.2. Any provision deemed void or unenforceable will be removed, and the remaining provisions will remain in full effect. Any terms that by their nature survive termination or expiration of this AUP, will survive.
- 9.3. The Company reserves the right to modify any part of this AUP at any time, and such changes will take effect upon posting the updated version on our website at <https://www.publitas.com/>. You will be notified of significant changes via email, invoice or platform announcements.
- 9.4. This AUP is governed by the Laws of the Netherlands, without regard to the choice or conflicts of law provisions of any jurisdiction.
- 9.5. Any dispute arising out of or in connection with this AUP, including any disputes regarding the existence, validity or termination, shall be settled by competent Dutch court and in force at the time when such proceedings are commenced. The place of court will be Amsterdam, the Netherlands.