Publitas.com
Consolidated Multibrand
Customer Terms of Service

These Customer Terms of Service, 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. Applicable Terms to the Service

1.1. These Customer Terms of Service (the "Agreement") govern the legal and commercial relationship between you and Publitas.com B.V. (located at J.H. Oortweg 21, 2333 CH Leiden, The Netherlands) regarding your use of the services and platforms operated by Publitas.com B.V. or its parent company, Publitas.com Holding B.V.

1.2. This Agreement, including all referenced attachments and policies, applies to all Publitas brands and platforms, including but not limited to:

- **Publitas.com** - digital publishing automation solutions

- **Wepublish.com** – advertising and media solutions

- **Onlinepublisher.ai** – digital publishing automation solutions

- **Folders.nl** – digital flyer distribution and user engagement

- **Promozilla.com** – digital flyer distribution and engagement

- **Promobutler.be** – promotional distribution and online deals

- **Spott.ai** – interactive content and AI-powered media tool

1.3. All other SaaS platforms and solutions operated by, or directly/ indirectly part of, Publitas.com B.V. via Publitas.com Holding B.V.

1.4. We may also collaborate with select third-party partners to offer co-branded or hosted experiences, which may be embedded in or served from partner infrastructure, including in other countries.

1.5. All such services are provided subject to the terms of this Agreement, unless explicitly stated otherwise in a separate agreement or policy. Where your Order Form contains specific terms that differ from these Terms of Service, the Order Form terms will prevail for that specific service or product.

1.6. In the event of a conflict between the terms of this Agreement and any referenced documents, the following order of precedence applies:

- **Data Processing Agreement (DPA):** If applicable, this document governs data processing.

- **Acceptable Use Policy (AUP):** Sets out permitted and prohibited uses of our Service.

- **Order Form:** Contains the specific terms for your Services, including Subscription Term, Services purchased, and fees.

- **Statement of Work (SOW):** Outlines specific deliverables, timelines, and responsibilities, if applicable.

- **This Agreement:** Contains the core legal and commercial terms for your use of our Services.

- **Service Level Agreement (SLA):** Details IT service targets and mutual responsibilities.

- Any other documents referenced within this Agreement are incorporated by reference and form part of the contractual terms governing your use of our Services.

1.7. All attachments, including but not limited to the Acceptable Use Policy (AUP), Service Level Agreement (SLA), and Data Processing Agreement (DPA), referenced in this Agreement are incorporated by reference and form an integral part of this Agreement. Unless otherwise specified, these documents apply to your use of the Services as follows:

- **SLA**: The SLA is only applicable and binding if they are expressly sent to you or attached to this Agreement.

- **Other Attachments:** All other referenced documents, except of the SLA,, are incorporated by reference and apply to your use of the Services, whether sent, attached, or made available online.

- **Self-Service Customers:** For customers who subscribe to the Services through the self-service online tool, all applicable documents, including the Acceptable Use Policy, are incorporated by reference and deemed accepted at the time of online sign-up. These documents are available for review on our website at all times. For self-service customers, the SLA does not apply.

1.8. All terms in the Agreement apply to your use of the above Services, where relevant and as outlined in your Order Form or applicable documentation.

2. Definitions

2.1. **"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

2.2. **"Payment Method"** means a current, valid, payment method accepted by us, as may be updated from time to time and which may include payment through your account with a third party.

2.3. **"Billing Period"** means the period for which you agree to prepay fees under an Order Form.

2.4. "**Confidential Information**" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or a reasonable person would consider confidential. Confidential Information includes all information concerning: the Disclosing Party's customers and potential customers, past, present or proposed Services, marketing plans, engineering and

other designs, technical data, business plans, business opportunities, finances, research, development, and the terms and conditions of this Agreement. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Subject to the foregoing exclusions, Customer Content and Customer Data will be considered Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

2.5. "**Contact Information**" means the name, email address, phone number, online user name(s), telephone number, and similar information submitted by visitors to your landing pages on the Service or uploaded by you to the Service.

2.6. **"Customer Content"** means all content, including but not limited to images, text, and files, that you upload, create, or otherwise provide to the Service. All Customer Content remains your exclusive property.

2.7. "**Customer Data**" means all content, including but not limited to images, texts, and files that you upload, create, submit, or otherwise provide to the service, and all data, results, outputs, or derivative works generated from your use of the platform based on customer data.

2.8. "**Order**" or **"Order Form"** means the Publitas-approved form or online subscription process by which you agree to subscribe to the Service and purchase Consulting Services.

2.9. **"Partner"** means any commercial entity with which we have some form of alliance.

2.10. **"Personal Data"** means any information relating to an identified or identifiable individual where (i) such information is contained within Customer Data and (ii) is protected as personal data or personally identifiable information under applicable Data Protection Laws (as defined in the DPA).

2.11. "**Platform**" "Platform" means any software, web-based tool, content interface, or hosted environment made available through:

- publitas.com for automation and publishing workflows,
- wepublish.com or equivalents for branded advertising/media services,
- onlinepublisher.tools for automation and publishing workflows,
- folders.nl, promozilla.com, and promobutler.be for flyer and promotional distribution and/or
- spott.ai for AI content interaction.

2.12. **"Self Service Subscription"** means our subscriptions as presented on the Publitas website that are not customized.

publitas

2.13.   **"Sensitive Information"** means credit or debit card numbers; financial account numbers or wire instructions; government issued identification numbers (such as Social Security numbers, passport numbers), biometric information, personal health information (or other information protected under any applicable health data protection laws), personal information of children protected under any child data protection laws, and any other information or combinations of information that falls within the definition of "special categories of data" under GDPR (as defined in the DPA) or any other applicable law relating to privacy and data protection.

2.14.   **"Service"** means all of the above platforms, tools, integrations, APIs, and digital environments made available through an Order Form or access credentials, as applicable per brand.

2.15.   **"Subscription"** means the use of any of our Services on a recurring basis.

2.16.   **"Subscription Fee"** means the amount you pay for the Service.

2.17.   **"Subscription Term"** means the initial term of your subscription to the applicable Service, as specified on your Order Form(s), and each subsequent renewal term (if any).

2.18.   **"Users"** means your employees, representatives, consultants, contractors or agents who are authorized to use the Service for your benefit and have unique user identifications and passwords for the Service.

2.19.   "**Publitas"**, **"we"**, **"us"** or **"our"** means the applicable contracting entity. Any reference to "Publitas" or "we" includes all relevant entities managing or operating the listed services.

2.20.   **"You"**, **"your"**, **"Customer"** or **"Client"** means the person or entity using the Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer and your Affiliates included in the scope of your purchase.

3.   Use of Services

3.1.   Your use of each service is subject to:
- Your Order Form (detailing the brand or product used and selected modules),
- The Acceptable Use Policy,
- Any relevant Service Level Agreement (SLA),
- The Data Processing Agreement (DPA), and
- Brand-specific features, limits, and functionalities described in relevant documentation or web portals.

3.2.   Service which for the avoidance of doubt includes the technology provided by Publitas as part of the Services.

publitas

3.3. We will make the Services available to you under the terms of this Agreement and the relevant Order, during the Term of that Order. Every Order you make with us after the initial Order will also be governed by the terms of this Agreement.

3.4. If we offer such, you may subscribe to additional features of the Service by placing an additional Order or activating the additional features from within your Publitas account. This Agreement will apply to all additional Order(s) and all additional features that you activate from within your Publitas´ account.

3.5. We use commercially reasonable efforts to make the Services available 24 hrs/7 days a week, except for scheduled outages (which will be communicated in advance, if practicable), or when unavailability is caused by force majeure.

3.6. The limits that apply to you will be specified in your Order Form, this Agreement. For Self Service Subscriptions, these limits may also be designated on our Pricing Page and from within the product itself. You must ensure that all access, use and receipt by your Users is subject to and in compliance with this Agreement. You may with our prior written approval provide access to the Service to your Affiliate's Users, provided that such access is in compliance with this Agreement, and you remain fully responsible for ensuring your Affiliates' compliance.

3.7. Depending on the service you have chosen, you may request a downgrade of your subscription according to the terms specified in your order form. A downgrade may result in changes to your subscription fee or availability. For more information on the downgrade terms applicable to your subscription, please refer to your order form.

3.8. We modify the Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience.

3.9. You will not use the Service in any way that violates the terms of the AUP or for any purpose or in any manner that is unlawful or prohibited by this Agreement. Also, you may not sell, resell, rent or lease the Services, use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, interfere with or disrupt the integrity or performance of the Services or any of its third-party data, or attempt to gain unauthorized access to the Services or their related systems or networks.

3.10. You must be 18 years of age or older to use the Service.

3.11. You may not use the Service if you are legally prohibited from receiving or using the Service under the laws of the country in which you are resident or from which you access or use the Service. The Service is not designed to comply with industry-specific regulations, so you may not use, or limit the use of the Service where your communications would be subject to such laws.

3.12. You acknowledge that the Services are not designed to process or manage sensitive information and accordingly you agree not to use the Service to collect, manage or process sensitive information. You agree not to use the Service to collect, process, or store sensitive information, including but not limited to personal health data, financial data, or government-issued identification numbers, unless explicitly agreed in writing by us. To request permission to process sensitive information, please submit your request through the contact form on our website or via your designated customer contact (if assigned). We will review your request and respond as soon as reasonably possible.

4. Customer Support

4.1. We provide basic support for the Services as set out in this Agreement at no additional charge. While nothing in this Agreement is agreed upon we aim to respond to all basic support requests as soon as reasonably possible.

4.2. If specific customer service applies to you, you can find this in your Order Form.

5. Fees and Payment

5.1. The Subscription Fee will remain fixed during the initial term of your subscription unless

- you exceed your Maximum Contacts, User or other applicable limits (see the 'Limits' section above),

- you upgrade Services or base packages,

- you subscribe to additional features or Services, or

- otherwise agreed to in your Order. We may also choose to decrease your fees upon written notice to you.

5.2. Additional service fees may be charged for requests or customizations, if permitted, that fall outside the standard scope of services as described in your order form or agreement.

5.3. All fees are charged in EUR unless otherwise specified in the Order Form.

5.4. Upon renewal, we may adjust your Subscription Fees. If the increase exceeds 10%, we will notify you via invoice, email, or in-platform notification. The adjusted fees will apply at the start of your next renewal term. If you do not agree to the adjustment, you may terminate your Subscription by providing written notice within 7 days of receipt of invoice. By continuing to use the Services after this date, you agree to the updated fees.

5.5. If you are paying by credit card, you authorize us to charge your Authorized Payment Method for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

5.6. If you are paying by invoice, we will invoice all fees in conformity with the specifications in the Order From and the invoice relevant to the applicable Service. Your Billing Period is listed in

the Order Form. If nothing is mentioned this period is the same length as the Subscription Term. Unless specified otherwise in the applicable Order Form or invoice, fees are due within 30 days of receipt of an invoice, plus applicable transaction based taxes.

5.7. If a payment fails, we will notify you and provide a 7-day grace period to update your payment information before service suspension.

5.8. You and us shall work together in good faith to resolve any disputed invoices within fourteen (14) days of your notice to Publitas of the dispute. The Service may be suspended during the dispute process, unless otherwise agreed upon.

5.9. If you cancel early, we will not refund any prepaid fees for unused months on a pro-rated basis, unless otherwise stated in your Order Form.

5.10. A late payment fee of 1.5% per month may be applied to overdue amounts.

5.11. You will keep your Authorized Payment Method, Contact Information, billing information complete and up to date for the payment of incurred and recurring fees, as applicable. Changes may be made on your Billing Page within your Publitas account. You authorize us to continue to charge your Authorized Payment Method for applicable fees during your Subscription Term and until any and all outstanding Fees have been paid in full. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term. If you are a Partner that purchases on behalf of a client, you agree to be responsible for the Order Form and to guarantee payment of all fees.

5.12. Unless stated otherwise on your invoice, all fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Service. You will have no liability for any taxes based upon our gross revenues or net income. If you are located in the European Union, all fees are exclusive of VAT. You must be registered for VAT purposes in your member state to be able to "reverse charge" VAT. At our request, you will provide us with the VAT registration number under which you are registered in your member state. If you do not provide us with a VAT registration number prior to your transaction being processed, we will not issue refunds or credits for any VAT that was charged. If you are subject to GST, all fees are exclusive of GST. If you are located in Canada, all fees are exclusive of GST, PST and HST.

5.13. It is not possible to deduct or withhold tax from the applicable Subscription Fee, which you may have to pay in your country according to the authorities or relevant tax regulations governing your jurisdiction. Alternatively, if you are required by law to withhold tax, you agree to gross-up your payments so that we receive the full Subscription Fee after withholding taxes.

6.   Term and Termination

6.1. Your initial Subscription Term will be specified in your Order, and, unless otherwise or not specified in your Order, your Subscription will automatically renew for the same Subscription Term as your previous one.

6.2. You may be able to turn off auto-renewal in your Publitas Account. If not, unless otherwise specified in your Order, to prevent renewal of your Subscription, you or we must give written notice of non-renewal. The deadline for sending this written notice is 90 days unless stated otherwise in your Order Form. If you decide not to renew, you may send this non-renewal notice to us by indicating that you do not want to renew.

6.3. This Agreement may not be terminated prior to the end of the Subscription Term unless otherwise stated in the Order Form. You may choose to cancel your Subscription early at your convenience provided that we will not provide any refunds of prepaid fees or unused Subscription Fees, and you will promptly pay all unpaid fees due through the end of the Subscription Term.

6.4. Either party may terminate this Agreement for cause, as to any or all Services:

- upon sixty (60) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or

- immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors, or

- upon mutual agreement. Unpaid fees by either party will be refunded where required by law.

6.5. We reserve the right to terminate this Agreement immediately and without prior notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

6.6. We reserve the right to terminate this Agreement immediately and without prior notice if we determine that you are engaging in, or have engaged in, activities that misuse or abuse our Services. Misuse includes, but is not limited to, any activity that violates the Acceptable Use Policy, circumvents technical or contractual limitations, or uses the Services in a manner that is inconsistent with their intended purpose or which poses commercial, security, operational, or reputational risks to Publitas or other users. This includes using the Service in ways that were clearly not intended, even if such use is technically possible.

7. Suspension

7.1. We reserve the right to suspend access to the Service or disable features in the Service at our discretion, including but not limited to cases of:

- Non-payment after ten (10) days of notice.

- Violations of this Agreement, applicable laws, or actions that pose security, operational, or reputational risks to us, our Services, or other users.

7.2. Reactivation requires resolving the underlying issue. A fee for reactivation of 10% of the Subscription Fee may apply.

7.3. Your Subscription will remain active during suspension, and all associated fees will remain due.

7.4. We will make reasonable efforts to notify you and work with you to resolve the issue promptly. However, unresolved issues may result in termination as outlined in this Agreement.

8. Intellectual Property

8.1. All intellectual property rights related to the service, including but not limited to copyrights, patents, trademarks, trade secrets, and other proprietary rights in the platform, the API, other software, services, and all related materials are and shall remain the sole property of Publitas or its licensors. Nothing in this agreement grants you rights to ownership of the platform or its components.

8.2. Subject to the terms of this agreement, we grant you a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the platform solely for your internal business purposes during the term of your subscription. You agree not to use our trademarks, logos, or other content of Publitas in any way that may be misleading or infringe upon our intellectual property rights.

8.3. All rights, titles, and claims to Customer Content remain your sole property. We have no rights to Customer Content except insofar as necessary to provide the services offered under this agreement.

8.4. You specifically may not:

- Copy, reproduce, or create derivative works or adaptations of the services,

- Reverse-engineer the services,

- Distribute or resell the services to third parties or as part of another service or product without our prior written consent, or use the services as a paid service provider or as part of another service or product unless the customer has purchased the service under the "Publitas Reseller Order," in which case the service can be used as part of a value-added service provided to the customer's clients,

- Intentionally or unintentionally grant competitors of Publitas access to the service,

- Remove or alter any ownership protection marks or restrictive notices in the service,

- Use an automated device, program, or manual process to monitor, frame, copy, or reproduce the services, or access the services to create a competing product or service,

- Copy any function, feature, or graphic of the services.

8.5. We may use Customer Content to the extent necessary to provide the services and ensure their functionality and security, in accordance with Publitas' privacy policy and applicable data protection laws. We may also use anonymized or aggregated Customer Content to improve the service and for internal business purposes such as benchmarking, provided that this use does not compromise the confidentiality of your Customer Content. Lastly, you grant Publitas a non-exclusive, worldwide, royalty-free license to use your name, logo, trade name, trademarks, and other similar identifying materials like snippets of your Customer Content ("Customer Marks") in Publitas' marketing, promotional materials, customer lists, case studies, and on its website or social media channels. Publitas may use the Customer Marks solely to reference you as a customer and to describe the nature of the services provided, without requiring your prior approval.

8.6. Upon expiration or termination of this agreement, your rights to access and use the platform will end immediately, and you must cease using the platform promptly. We will delete all Customer Content in accordance with the terms of this agreement, unless legal requirements necessitate retention.

9. Mutual Confidentiality

9.1. Confidential Information excludes information that:

- is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,

- was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,

- is received from a third party without breach of any obligation owed to the Disclosing Party, or

- was independently developed by the Receiving Party.

9.2. The Receiving Party must use the same degree of care that it uses to protect its own most confidential and sensitive information, but in no event less than reasonable care, to prevent unauthorized access, disclosure, or use of the Confidential Information. The Receiving Party must limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who are bound by confidentiality obligations no less restrictive than those in this Agreement. The Receiving Party shall ensure that such individuals comply with these confidentiality obligations and shall be responsible for any breach of confidentiality by such individuals.

9.3. In the event that the Receiving Party or anyone to whom the Receiving Party discloses the Confidential Information is required by applicable law, rule or regulation or the rules and regulations of an applicable stock exchange, or receives a request to disclose all or any part

of the Confidential Information under the terms of a subpoena or other order issued by a court of competent jurisdiction or by another governmental agency, the Receiving Party shall:

- promptly notify the Disclosing Party of the existence, terms and circumstances surrounding such a requirement or request;

- consult with the Disclosing Party on the advisability of taking steps to resist or narrow such request;

- if disclosure of such Confidential Information is required, furnish only such portion of the Confidential Information that is required by applicable law, rule or regulation or the rules and regulations of such stock exchange to be disclosed, as the Receiving Party is advised by counsel; and

- cooperate fully with the Disclosing Party in its efforts to obtain (at the sole cost and expense of the Disclosing Party) an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information that is required to be disclosed.

10.   Warranty

10.1. We guarantee that the service will be provided in accordance with generally accepted industry standards and will make commercially reasonable efforts to ensure that the service is available 99% of each calendar month, excluding planned outages, force majeure, and other factors beyond our control. Availability means the service is accessible and functioning as intended, excluding scheduled maintenance windows. If the service fails to meet this guarantee, you must notify us in writing within 30 days of discovering the issue. We will make commercially reasonable efforts to resolve the issue within 60 days.

10.2. This warranty does not apply if the non-compliance results from:

- the use of the service with third-party hardware, software, or data not provided by us,

- modifications to the service by third parties or according to your instructions, or

- your breach of this agreement.

10.3. Except as otherwise provided in this section and to the extent required by law, the service is provided "as is" without any warranties, either express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not guarantee that the service will be uninterrupted or error-free, nor do we guarantee the availability of APIs or other features at all times.

11.   Disclaimer

11.1. To the extent permitted by law, we exclude all liability for direct, indirect, incidental, consequential, special, or punitive damages, including but not limited to the loss of profits,

revenues, data, or business opportunities arising from or in connection with your use of the service, even if we have been advised of the possibility of such damages.

11.2.   We do not guarantee that the service will be uninterrupted, error-free, or fully secure. We are not liable for delays, failures, or losses caused by interruptions, including but not limited to issues with third parties, network failures, or other events beyond our control.

11.3.   We are not responsible for third-party software, services, or products used in connection with our service, including disruptions, failures, or issues arising from third-party services, products, or integrations. You assume full responsibility for the use of third-party products or services.

12.   Indemnification

12.1.   We will defend and hold you harmless against third-party claims alleging that the service infringes their intellectual property rights, provided that you:

- Inform us promptly of the claim,

- Grant us control over the defense and settlement, and

- Assist us at our expense with reasonable support.

12.2.   You will defend and hold us harmless against third-party claims arising from your content or use of the service in violation of this agreement, provided that we:

- Inform you promptly of the claim,

- Grant you control over the defense and settlement, and

- Assist you at our expense with reasonable support.

13.   Partnership and Transfer

13.1.   You may not assign or transfer this Agreement or an Order to a third party, except the Agreement with all Orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of You.

13.2.   The parties are independent contractors, and no partnership, joint venture or franchise is created. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Notwithstanding what is provided in Customer's form purchase ordering document, any additional or conflicting terms are rejected by Publitas and do not apply.

14.   Concluding Provisions

14.1.   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 Agreement, will survive.

14.2.   We reserve the right to modify any part of this Agreement at any time, Any changes will apply to all services listed above where relevant, and we will ensure the version you are notified of clearly states which brand(s) the changes affect.

14.3.   This Agreement is governed by the Laws of the Netherlands, without regard to the choice or conflicts of law provisions of any jurisdiction.

14.4.   Any dispute arising out of or in connection with this Agreement, 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.