

## Article 1 - Definitions

For the purpose of these Terms and Conditions Self Service Portal Albert Heijn Media Services, the following capitalised terms shall have the meaning ascribed to them below:

<b>“Account”</b>	Means a personal account in the name of (an employee of) Advertiser for the access to the Platform.
<b>“Advertiser”</b>	Means the legal entity that entered into the Framework Agreement with Albert Heijn Media Services and/or the Advertisement Agreement(s)
<b>“Advertiser Group”</b>	Means Advertiser and its subsidiaries, its affiliates, its direct and indirect parent entities and subsidiaries and affiliates of such parents.
<b>“Advertiser Group Member”</b>	An entity that is part of the Advertiser Group.
<b>“Advertisement”</b>	Means the advertisement(s) of Advertiser which include advertisements (including, if applicable, the Sponsored Products) in the form of either an Auction Based Advertisement or a Guaranteed Advertisement and which – pursuant to the relevant Advertisement Agreement – will be shown on the Online Advertisement Space and/or Offline Advertisement Space as set out in the relevant Advertisement Agreement
<b>“Advertisement Materials”</b>	Means any product or material used, delivered or provided by or on behalf of Advertiser to Albert Heijn Media Services in relation to the Services and pursuant to Advertisement Agreement.
<b>“Advertisement Agreement”</b>	Means any agreement with respect to specific Services requested by Advertiser or an Advertiser Group Member and accepted by Albert Heijn Media Services through the Platform.
<b>“Ahold Delhaize Group”</b>	Koninklijke Ahold Delhaize N.V., its subsidiaries, its affiliates, its direct and indirect parent entities and subsidiaries and affiliates of such parents.
<b>“Ahold Delhaize Group Member”</b>	An entity that is part of the Ahold Delhaize Group.
<b>“Agreement”</b>	Means the Framework Agreement, the Terms and Conditions and any and all applicable Advertisement Agreements including all annexes, schedules and exhibits thereto.
<b>“Albert Heijn Media Services”</b>	Means Ahold Delhaize European Sourcing B.V., a private company with limited liability, incorporated under the laws of the Netherlands, having its statutory seat in Zaandam, the Netherlands.
<b>“Auction Based Advertisement”</b>	Means an Advertisement with respect to which the Advertiser or an Advertiser Group Member indicates the maximum price when

	requesting the Advertisement via the Platform and the Platform automatically determines whether the Advertiser or the Advertiser Group Member has issued the winning bid.
<b>“Framework Agreement”</b>	Means the framework agreement entered into between Albert Heijn Media Services and Advertiser with respect to the provision of the Services.
<b>“Guaranteed Advertisement”</b>	Means an Advertisement with respect to which the Advertiser indicates, when requesting the same via the Platform, that the request involves an Advertisement for a specific duration and price.
<b>“Mabaya”</b>	Means Mabaya Doobe In-Site Limited, the supplier of the booking environment on the Platform with respect to the Sponsored Products.
<b>“Offline Advertisement Space”</b>	Means the space offered by Albert Heijn Media Services for Advertisement(s), which is not Online Advertisement Space, including, but not limited to, shop space, displays, advertising guides, folders, and brochures.
<b>“Online Advertisement Space”</b>	Means the space offered by Albert Heijn Media Services for Advertisement(s) on the websites and/or any other digital media operated by Albert Heijn Media Services and/or an Ahold Delhaize Group Member.
<b>“Platform”</b>	Means the Albert Heijn Media Services Self Service Platform
<b>“Services”</b>	Means the display of one or more Advertisements on the Online Advertisement Space and/or Offline Advertisement Space.
<b>“Sponsored Products”</b>	Means an advertising message prepared by Albert Heijn Media Services in the course of which one or more products as submitted by the Advertiser via the Platform are presented at a preferred location in the Online Advertisement Space.
<b>“Terms and Conditions”</b>	Means these terms and conditions Self Service Portal Albert Heijn Media Services (including the conditions referred to by means of hyperlinks), as amended, from time to time
<b>“Parties”</b>	Means Advertiser and Albert Heijn Media Services

## Article 2 – Applicability and Agreement

1. These Terms and Conditions are applicable to the Framework Agreement and to each and every Advertisement Agreement.
2. If one or more provisions of these Terms and Conditions are at any time, either in whole or in part, null and void or nullified, the remaining provisions of these Terms and Conditions shall remain in full force and effect. In such cases, the parties shall enter into discussions in order to replace the null and void or nullified provisions and shall agree on new provisions, in which the objective of the original provisions is observed as much as possible.
3. These Terms and Conditions can be consulted on <https://www.ah.nl/mediaservices/algemene-voorwaarden-zsp> Albert Heijn Media Services shall be entitled to amend these Terms and Conditions at any time. The amended Terms and Conditions shall be applicable effective from the moment that Albert Heijn Media Services has informed the Advertiser accordingly. If an Advertiser continues to conclude new Advertisement Agreements after a change to these Terms and Conditions, the Advertiser shall be deemed to have accepted the applicability of the amended Terms and Conditions.
4. If the amended Terms and Conditions are not acceptable to the Advertiser, the Advertiser must notify within fourteen (14) days after the Albert Heijn Media Services' notification in writing by sending a letter by registered mail to Albert Heijn Media Services . In such case, all outstanding Advertisement Agreements shall remain in full force and effect provided that the Terms and Conditions without the amendment shall apply to such Advertisement Agreements. Albert Heijn Media Services shall close all Account(s) after the last Advertisement Agreement has been concluded and paid for. If (i) no such termination notice from Advertiser has been received by Albert Heijn Media Services after expiry of the aforementioned fourteen (14) day period or (ii) in case such termination notice of Advertiser has been received by Albert Heijn Media Services and Advertiser continues to request new Advertisements via the Platform, Advertiser shall be deemed to have accepted the applicability of the amended Terms and Conditions
5. In the event of a discrepancy between the provisions set forth in these Terms and Conditions and the provisions set forth in the Framework Agreement, the provisions set forth in the Framework Agreement shall prevail.

## Article 3 - Use of the Platform

1. The Advertiser requires access to the Platform in order to request the Advertisements. Albert Heijn Media Services grants the Advertiser access to the Platform by means of one or more Accounts. In addition, the [Mabaya General Terms and Conditions](#) shall be applicable to the use of the Platform with regard to the Sponsored Products.
2. The Advertiser shall, at all times, be fully responsible for any use of its Account(s).
3. The Advertiser must ensure that the login details are kept strictly confidential and shall only make them available to the person authorised by the Advertiser when opening the relevant Account. The Advertiser shall notify Albert Heijn Media Services in writing as soon as an Account can be closed and Albert Heijn Media Services shall close the relevant Account on the basis of the said written notification. If the Advertiser personally keeps the administration of its Account(s), the Advertiser shall have the sole responsibility for the creation, management, and closure of any Account(s).

4. The Advertiser shall forthwith notify Albert Heijn Media Services if the Advertiser knows or suspects that a third party has gained unlawful access to one or more of its Accounts.
5. Abuse, incorrect or unauthorised use of its login details and/or its Account(s) shall in all instances be at the full risk and expense of the Advertiser. Albert Heijn Media Services shall not be liable for the abuse, incorrect or unauthorised use of one or more of the Accounts
6. Albert Heijn Media Services shall not be liable for (manifest) errors that were made during the entry of the Advertisement(s) on the Platform, including, but not limited to, the incorrect entry of the (maximum) budget and/or duration for the relevant Advertisement(s).
7. The Advertiser must indicate the required composition of the Advertisement(s) on the Platform and shall supply the necessary Advertisement Materials via the Platform. In the case of Sponsored Products, the Advertiser must indicate the products and search terms it intends to advertise.
8. In the event that the Advertiser requests an Auction Based Advertisement via the Platform, the Advertiser must – in addition to the details mentioned in Article 3.7 – indicate its maximum price for an Advertisement and the Platform will automatically determine who made the winning bid. If the winning bid is allocated to the Advertiser, the relevant Advertisement Agreement shall be concluded and the relevant Advertisement shall be displayed on the Online Advertisement Space.
9. In the event that the Advertiser requests a Guaranteed Advertisement via the Platform, the Advertiser must – in addition to the details mentioned in Article 3.7 – indicate (i) on what Online Advertisement Space and/or Offline Advertisement Space and (ii) the confirmation of the indicated price, and (iii) for what duration the Advertiser wishes the Guaranteed Advertisement to be displayed. If Albert Heijn Media Services accepts this request via the Platform, the relevant Advertisement Agreement shall be concluded and the relevant Advertisement shall be displayed in accordance with the request of the Advertiser.
10. Albert Heijn Media Services shall be free to determine the position of the Advertisement on the Online Advertisement Space, unless the request involves a Guaranteed Advertisement for which a position on the Online Advertisement Space has been expressly stipulated.
11. Unless the Advertisement Agreement concerns a Guaranteed Advertisement, the period of time during which the Advertisement is displayed shall depend on factors (which may be determined by and at the discretion of Albert Heijn Media Services) such as the position and relevance of the request for the relevant Online Advertisement Space and – in the case of Sponsored Products – the availability of the relevant product, as well as the maximum duration and/or price for the Advertisement indicated by the Advertiser.
12. The Advertiser shall not request Advertisements relating to products, the advertising of which is prohibited by law, including, but not limited to, infant formula and medicines. The Advertiser is personally responsible and liable for compliance with any applicable legislation and regulations with regard to Advertisements during the term of the Advertisement Agreement.
13. Albert Heijn Media Services shall be entitled at any time to refuse, without stating reasons, an Account and/or an Advertisement, to impose additional requirements for the acceptance of an Account or an Advertisement that is requested via the Platform or to block an Account that has already been created. This shall, inter alia, be the case if Albert Heijn Media Services suspects actions are taking place in violation of one or more of the applicable Terms and Conditions or in violation of legislation and regulations, in the event of fraud or in the event

that the use of the Account disrupts the proper operation of the Platform or may, at the discretion of Albert Heijn Media Services, be detrimental to the reputation of Albert Heijn Media Services or third parties.

14. Albert Heijn Media Services shall be entitled at any time to impose on the Advertiser a platform that is (partly) different to the Platform, in conjunction with the terms and conditions pertaining thereto.
15. Without prejudice to Article 7, the Advertiser can decide at any time to no longer use the Platform and the Account and – in case of Auction Based Advertisements only – to pause the relevant Advertisement(s).

#### **Article 4 - Obligations of the Advertiser**

1. The Advertiser represents and warrants that during the implementation of any Advertisement Agreement, it shall comply with everything stipulated by and between the Parties (including the provisions set forth in the Framework Agreement and these Terms and Conditions), the Dutch Advertising Code, and any and all other applicable legislation and regulations (including the possession of any and all required approvals and permits).
2. The Advertiser represents and warrants that it is entitled to enter into Advertisement Agreements, to accept the Terms and Conditions and to grant the rights that it hereby grants.
3. The Advertiser represents and warrants that it acts and shall act at all times in accordance with the guidelines and instructions of Albert Heijn Media Services regarding (requests for) Advertisements, Advertisement Materials, and the use of the Platform.
4. Advertiser represents and warrants that any information, material or data it or anyone on its behalf provides for, or in relation to, the Services (the "**Advertiser Data**") is accurate and complete, and does not infringe with any law, rule, regulation, permit, license or other right, such as but not limited to the Dutch Commodities Act (*Warenwet*).
5. Advertiser represents and warrants that it will not use the Services to collect or store personally identifiable information,
6. Advertiser represents and warrants that it will not provide Albert Heijn Media Services with Advertisements or with content for Advertisements that: 1. causes the visitor of that Advertisement to download any software application; or 2. is, or links to any content that is, defamatory, fraudulent, obscene, misleading or otherwise illegal.
7. Advertiser represents and warrants that it will not in any way harm the reputation and/or integrity of Albert Heijn Media Services or any Ahold Delhaize Group Member or its officers, directors, employees, associates, agents, (sub)contractors, franchisees, assigns, users, customers, providers, suppliers, licensees, or successors
8. If a link to Advertiser's website is incorporated or used in relation to the Services Advertiser represents and warrants that -, that it shall not use the Services for (i) the reproduction and/or disclosure and/or modification of software or other material(s) if such reproduction and/or disclosure and/or modification infringes the rights of third parties, (ii) making unlawful statements, (iii) contacting individuals in an impeding manner, threatening them or otherwise harassing them, (iv) sending large quantities of (e-)mail (including spam) to third parties, (v) sending e-mails or uploading files that contain viruses or similar software programs that may harm the functioning of the Services offered by Albert Heijn Media Services, the internet or the

computers and/or software of third parties, (vi) assuming a false identity; and/or (vii) limiting the options of third parties to use the Services offered by Albert Heijn Media Services and/or the internet.

9. The Advertiser undertakes to notify Albert Heijn Media Services of complaints with regard to an Advertisement in writing within thirty (30) days after the receipt of the invoice (which is related to the relevant Advertisement). The Advertiser must also notify Albert Heijn Media Services in writing of any inaccuracies on invoices within thirty (30) days after receipt of the invoice. In the event that any complaint is not submitted on time, any and all rights of the Advertiser (including, but not limited to, the right to compliance, rescission, settlement, suspension, and compensation) shall expire.
10. If the Advertiser acts on behalf of a third party, the Advertiser shall be jointly and severally liable for compliance with the obligations by the said third party, as set forth in the relevant Advertisement Agreement and the Terms and Conditions.
11. The Advertiser shall ensure that adequate insurance is obtained to cover any costs, losses and damages resulting from non-compliance with the obligations arising from the Agreement.

#### **Article 5 - Obligations of Albert Heijn Media Services**

1. During the performance of the Services, Albert Heijn Media Services shall observe the level of care that befits a good contractor.
2. Albert Heijn Media Services shall not be responsible for either the availability and keeping of a sufficient stock of the products or the safety and suitability of the products that are mentioned in an Advertisement.

#### **Article 6 - Invoicing and payment**

1. The Advertiser shall pay the fees for the Services, as mentioned on the Platform. The said fees shall be exclusive of VAT and any other) taxes or levies.
2. The Advertiser is not authorised to settle or suspend its obligations under the Agreement.
3. In the case of an incorrect invoice, the Parties shall determine by mutual consultation whether a credit note for the relevant amount will be sent to the Advertiser or whether Albert Heijn Media Services will compensate for this by (again) providing Services.
4. The details as indicated on the Platform and the measurement systems of Albert Heijn Media Services shall be decisive when establishing the fee payable by the Advertiser for the Services.
- ~~5.~~ The Advertiser shall pay invoices for the Services to Albert Heijn Media Services within thirty (30) calendar days after the date of the invoice.
6. If the Advertiser does not pay the fee, or does not pay in a timely fashion, the statutory commercial interest in accordance with Section 119a of Book 6 of the Dutch Civil Code shall be payable on the outstanding amount, without a demand or notice of default being required. In the event that following a demand or a notice of default, the Advertiser still fails to pay the invoice, Albert Heijn Media Services shall be entitled to outsource the claim, in which instance the Advertiser shall also be held to pay any and all judicial and extrajudicial costs. This shall not affect any other rights of Albert Heijn Media Services.

## Article 7 - Termination

1. Each Party shall be entitled to terminate an Advertisement Agreement with immediate effect by means of a written notice to the other Party, without being liable to pay any compensation, if:
  - a) one of the Parties is irrevocably declared to be insolvent or bankrupt;
  - b) one of the Parties applies for a suspension of payments or the said Party has been granted suspension of payments;
  - c) one of the Parties is placed under administration;
  - d) the business of one of the Parties is liquidated or discontinued; or
  - e) a situation in which a Party cannot comply with its obligations under the Agreement as a result of circumstances reasonably beyond such Party's control and/or not attributable to such Party ("**Force Majeure Event**") has arisen and such Force Majeure Event has continued for more than fourteen (14) days;
  - f) in the event that the other Party does not comply with the obligations pursuant to the Agreement or does not do so in a proper or timely fashion and the said Party still fails to comply fully with its obligations within fourteen (14) days after it has been served notice of default by registered letter (in which case this kind of termination does not imply a waiver of potential claims for compensation and the reimbursement of already incurred expenses).
2. In addition to article 7.1, Albert Heijn Media Services shall be entitled to terminate the Framework Agreement or an Advertisement Agreement with immediate effect by means of a written notice, without being liable to pay compensation, if the Advertiser prejudices or harms the reputation of Albert Heijn Media Services or an Ahold Delhaize Group Member.
3. Termination of the Framework Agreement shall not have any effect on Advertisement Agreement that are in effect at the date of termination. The Framework Agreement (including the Terms and Conditions) will continue to govern the relation between Parties in relation to any Advertisement Agreement entered into prior to the termination of the Framework Agreement until termination of such Advertisement Agreement. The respective rights of Albert Heijn Media Services or Advertiser set out in this clause are without prejudice to any of Albert Heijn Media Services' or Advertiser's other rights and remedies that they may have under applicable law or under the Agreement.
4. Albert Heijn Media Services shall be entitled to suspend the Services, either in whole or in part, if the Advertiser fails to comply with an obligation pursuant to the Agreement. Albert Heijn Media Services shall be entitled to charge costs to the Advertiser that are incurred in connection with the suspension of the placement of the Services and any associated services.
5. Albert Heijn Media Services shall be entitled at any time and at its discretion to refuse and/or to cancel the Services. In the event that Albert Heijn Media Services does not provide any of the Services, the Advertiser shall be released from its payment obligation for the said Service(s) and the relevant Advertisement Agreement shall be terminated with immediate effect.

6. In the event that Albert Heijn Media Services terminates the Framework Agreement and/or an Advertisement Agreement, it shall never be required to repay paid invoices or be liable for damages incurred by the Advertiser.
7. If the Framework Agreement is terminated, Albert Heijn Media Services shall close the Accounts.
8. Obligations pursuant to the Agreement, which due to their nature are meant to continue following the termination of the Framework Agreement or an Advertisement Agreement, shall remain in full force and effect after termination of the same. These obligations shall include, inter alia, provisions about warranties, liability, intellectual property rights, confidentiality, dispute resolution and applicable law.

#### **Article 8 - Liability**

1. Albert Heijn Media Services shall not be liable for any damages and/or costs of the Advertiser as a result of or in connection with the Framework Agreement, an Advertisement Agreement and/or the Terms and Conditions, unless as a result of intent or gross negligence of Albert Heijn Media Services.
2. In the event that the exclusion of liability as set out in Article 8.1 would be declared to be null and void, or would be nullified, either in whole or in part, by a competent court in that matter, the Parties hereby already agree that, if such circumstance arises, Albert Heijn Media Services shall solely be liable for the direct demonstrably incurred damages/costs (to the exclusion of consequential/indirect damages/costs) and that the said liability for direct damages/costs shall in total be limited to an amount of €500 per annum.
3. The Advertiser shall be liable for any and all damages incurred by Albert Heijn Media Services during the implementation of the Agreement resulting from:
  - a) non-compliance, by the Advertiser, with an obligation that exists by pursuant to the Agreement;
  - b) an attributable failure to comply with the Agreement by the Advertiser, which must also be understood as non-compliance with the warranties in these Terms and Conditions;
  - c) an unlawful act of the Advertiser established according to objective criteria;
  - d) acts by the Advertiser that exceed the authority that is granted to the Advertiser pursuant to this Agreement.
4. The Advertiser shall indemnify Albert Heijn Media Services against any and all damages (including claims of third parties) and/or costs of any nature whatsoever that are the result of:
  - a) non-compliance, by the Advertiser, with an obligation that exists by pursuant to the Agreement;
  - b) an attributable failure to comply with the Agreement by Advertiser, which must also be understood as non-compliance with the warranties in these Terms and Conditions;
  - c) an unlawful act of the Advertiser established according to objective criteria;
  - d) acts by the Advertiser that exceed the authority that is granted to the Advertiser pursuant to the Agreement.



5. In case a report regarding the results of the use of the Platform by Advertiser or the Services is shared with Advertiser by Albert Heijn Media Services, the following is applicable:
  - a) Although Albert Heijn Media Services will use its best efforts to ensure that the report is accurate, Advertiser acknowledges and agrees that Albert Heijn Media Services is not making any representation or warranty in respect of the information contained in such report including but not limited to the accuracy or completeness of such information, and if the reports is made available via the Platform, the (uninterrupted) availability, suitability or soundness of the information;
  - b) Advertiser cannot derive any rights or claims, whether originating from before or after the date of Agreement, from the content of any such information.
  - c) Advertiser may not share reports with third parties without written permission from Albert Heijn Media Services, except to Advertiser Group Members

#### **Article 9 Miscellaneous**

1. The Advertiser shall never present itself as an agent or representative of Albert Heijn Media Services and shall, in particular, not make any promises, commitments or enter into obligations for or on behalf of Albert Heijn Media Services.
2. The Advertiser shall not be entitled to transfer or assign any of its rights and/or obligations pursuant to the Framework Agreement and/or an Advertisement Agreement, either in whole or in part. This provision has effect under property law (*goederenrechtelijke werking*).
3. Albert Heijn Media Services shall use the name and the email address of the users of the Platform on behalf of Advertiser in order to send notifications as set up on the Platform. This may be notifications with respect to e.g. the maximum) budget for the relevant Advertisement(s), the approval or refusal of (an) Advertisement(s).
4. Albert Heijn Media Services shall be entitled to outsource or to otherwise transfer or assign any of its rights and/or obligations with regard to the Framework Agreement and/or an Advertisement Agreement to another party.
5. The Parties are required in respect of each other to observe the mutual confidentiality of confidential business matters that come to their knowledge during the implementation of the Agreement.
6. The Advertiser shall not refer to the content of the Agreement in publications, press releases or advertising messages and shall not use the name of Albert Heijn Media Services as a reference, unless it has obtained Albert Heijn Media Services' prior written consent

#### **Article 10 - Applicable law and court**

1. The Framework Agreement, Advertisement Agreements, the Terms and Conditions, and any and all legal relationships pertaining thereto that exist between the Parties shall be governed exclusively by Dutch law and any disputes shall be brought before the competent court in the province of North Holland, location Haarlem.

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