Advertising Terms

Effective 1 September 2024

This is a translation of "Advertentievoorwaarden" (effective 1 September 2024). Only that version is legally binding and prevails if they differ.

1. Definitions

These terms apply to all advertising agreements between Hipsy and organisations that purchase advertising services (hereinafter: "advertiser"). By placing an advertisement through Hipsy.nl, the advertiser agrees to these advertising terms.

1. **Hipsy**: means the platform www.hipsy.nl, owned by Gruter Development, a company established in the Netherlands under Chamber of Commerce (KvK) number 67958389, registered at Albert Cuijpstraat 7, 3817 RA, Amersfoort, which offers the Services under these General Terms and Conditions.
2. **Advertiser**: The organisation that uses Hipsy's advertising services.
3. **Banner advertisements**: Graphic advertisements shown on the Hipsy website and described in the advertising guide
4. **Blog advertisements**: Advertisements placed in or next to articles on the Hipsy blog and described in the advertising guide
5. **Newsletter**: The weekly email campaign that Hipsy sends to its users.
6. **Guidelines**: The rules and requirements set by Hipsy that advertising material must meet, described in the advertising guide
7. **Advertising guide**: The document available at hipsy.nl/adverteren that describes the advertising options, prices and guidelines.

2. Advertising guide and guidelines

All advertisements and the related advertising material must meet the guidelines as described in the advertising guide, which can be found at hipsy.nl/adverteren. Hipsy reserves the right to refuse advertisements that do not meet these guidelines, or for other reasons, without giving reasons. It is the advertiser's responsibility to ensure that the material supplied meets the technical and content requirements.

2. Requesting and Paying for Advertisements

Blog advertisements and banner advertisements can be requested by sending an email to adverteren@hipsy.nl. Hipsy will then send the advertiser a price proposal. Once the advertiser agrees, an invoice is created. The payment term for an invoice for advertising

services is 3 working days. An advertisement is only scheduled definitively once the invoice has been paid in full. If payment is not made within the term, Hipsy reserves the right to assign the reserved advertising period to another advertiser.

Newsletter advertisements can be scheduled directly in the Hipsy dashboard and paid online with iDeal, Bancontact, credit card and PayPal. After payment, the advertiser receives the invoice digitally by email. Additional transaction fees apply to payments by credit card and PayPal.

3. Changing and cancelling advertisements

Advertising material can be changed free of charge at any time, provided the changes are passed on in time and meet the guidelines. Hipsy needs two working days to make changes. For newsletter advertisements, the chosen event can also be changed.

Cancellations of scheduled advertisements are handled according to the following refund policy:

- More than 8 weeks before the start date: 75% refund.
- Between 4 and 8 weeks before the start date: 50% refund.
- Less than 4 weeks before the start date: no refund possible.

After the advertising costs have been paid, cancellation is only possible according to this refund policy. When a cancellation is requested, a credit invoice is created and Hipsy will refund the amount due within 14 days. Scheduled advertisements are removed from the schedule immediately after the cancellation request is received.

4. Advertisement statistics and performance

Hipsy only provides insight into the number of times an advertisement was clicked. Data on views, conversions or other statistics is not available. Advertisers should take this limited insight into the performance of their advertisements into account. This data can only be obtained on request by sending an email to adverteren@hipsy.nl.

5. Technical failures and compensation

In the event of technical failures that prevent banner advertisements from being shown correctly, Hipsy offers a proportional refund depending on the duration and severity of the failure. Compensation for banner advertisements only applies when at least two hours of failures have occurred in the same week.

For newsletter advertisements and blogs, Hipsy will assess whether a failure in the newsletter system affected the display or sending. If so, Hipsy will offer appropriate compensation, such as a refund or an alternative placement.

6. Delivery terms

After payment is received, the advertisement is scheduled definitively and the advertising material can be supplied. The advertiser must supply the material in time, in accordance with

the guidelines. Any changes to the advertising material are free of charge, but must be passed on in time.

7. Changes to advertising rates

Hipsy reserves the right to change advertising rates at any time. For advertisements already scheduled and paid for, however, the rate in force at the time of payment continues to apply.

8. Rights to content

The advertiser is responsible for the content of the advertising material and guarantees that it does not infringe the rights of third parties, including copyright, trademark rights and privacy rights. The advertiser indemnifies Hipsy against all claims by third parties relating to the content of the advertising material supplied.

9. Liability

Hipsy is not responsible for any damage resulting from delays, failures or incorrect display of advertisements, except in cases of gross negligence or intent.

10. Applicable law and disputes

Dutch law applies to these terms. Any disputes arising from the agreement between Hipsy and the advertiser will be submitted to the competent court in the Netherlands.

11. Contact details

For questions or more information, the advertiser can contact Hipsy's customer service at info@hipsy.nl.

By agreeing to these terms, the advertiser declares that they agree to the provisions and obligations above.