



## - GENERAL TERMS OF SALE -

### 1. General

- a. These General Terms of Sale ('GTS') apply to all offers, orders, contracts and deliveries concerning goods and/or services delivered by **Pink Minds Media bv** to its Customers ('the Customer'). These General Terms of Sale precede all general terms of the Customer, which **Pink Minds Media bv** is not bound by. Derogations to these General Terms of Sale are valid only if made in writing.
- b. By placing an order or by the signature or execution of the agreement by **Pink Minds Media** or by the Customer, the Customer agrees to these General Terms of Sale.
- c. By placing an order, or entering into an agreement with **Pink Minds Media**, all documents prior to the agreement are replaced by the agreement and the General Terms of Sale.
- d. By signing an order form Customer enters into a binding agreement. Cancellation of orders after signing an order form is not possible.
- e. All orders by employees, subcontractors or representatives of the Customer, are deemed to have been placed by Customer itself.
- f. The General Terms of Sale published on the websites of **Pink Minds Media**, including pinkminds.tv, eventplanner.be/.nl/.tv, healthlab.be/.nl/.tv, scubaduiken.tv and scubadiving.tv, apply to agreements between **Pink Minds Media** and the Customer and are an integrating part of the agreement. In the event of inconsistencies between provisions in these GTS and those in the general terms on the websites, these GTS shall prevail.

### 2. Offers, orders and materials

- a. Offers by **Pink Minds Media** are non-binding and, unless stated otherwise, are valid for a maximum duration of 30 calendar days. Orders are not binding to **Pink Minds Media** unless they have been confirmed in writing by **Pink Minds Media**.
  - b. Delivery periods mentioned in offers or orders are not binding. **Pink Minds Media** cannot be held liable for any delays in delivery. Delays in delivery do not give rise to right to terminate or suspend the agreement. **Pink Minds Media** will inform the Customer of any expected delay in delivery.
- All materials delivered by the Customer should be ready for use and according to the conditions set out by **Pink Minds Media**. If materials are not compliant, **Pink Minds Media** will, at its own discretion of choice, prepared materials itself at a cost of €100 per hour for every started hour or refuse the materials.
- c. Misunderstandings or failures that argue to incomplete, improper or nonconforming materials or to the late delivery of materials cannot give rise to any damages or price reduction.
  - d. **Pink Minds Media** does not guarantee publishing in a certain place or exclusivity on a certain page. **Pink Minds Media** will take into account requests of this nature to the extent possible, but the impossibility to honor them cannot give rise to any damages or price reduction.
  - e. All rushes and film materials will be deleted after delivery of the services to the Customer. These materials may be preserved at the explicit request of the Customer and against payment of a compensation, for which an offer/quote can be requested.

### 3. Right of refusal

Regardless of any other provisions, parties expressly agree that **Pink Minds Media** possesses the right to refuse advertisements, advertorials, film recordings, editorial interviews, etc. and to refuse hyperlinking between advertisements and film recordings on its own website(s) and other websites, as well as content placed by the Customer, in the event that this does not meet the specifications of **Pink Minds Media**, that it may prove harmful or unacceptable for any other reason or if they contain illegal or inappropriate content, violate binding regulations or **Pink Minds Media** company policy. **Pink Minds Media** reserves the right to refuse URL addresses that are identical or similar to those that have already been ordered by other Customers. Such refusal will be notified to the Customer in writing. In case of refusal, **Pink Minds Media** will propose changes. In any event, **Pink Minds Media** reserves the final right to refuse advertisements, advertorials or editorial interviews or links to other websites.

Unless agreed otherwise, campaign publications can exclusively be used for the promotion of the products and services of the customer him/herself, so not for third parties. **Pink Minds Media** retains the right to refuse campaigns that do not meet these requirements, without ceding any of its rights, including on the payment of its invoices.

Furthermore, **Pink Minds Media** reserves the right to deny Customers access to - or the use of - the Website and/or services, at her own discretion.

### 4. Customers' liability

- a. Customer is responsible for the correctness of texts and images, titles, logos and illustrations, the mentioning of the identity of the photographer (if applicable), etc. Customer is responsible for all posterior changes to its content. Customer shall hold harmless **Pink Minds Media** for all claims by third parties related to content published by **Pink Minds Media**, including claims for infringements of intellectual property rights and/or domain names.
- b. The Customer is sole responsible for the content of its campaign and shall make sure that this content is not illicit, illegal or inappropriate. Customer is sole responsible for the content of webpages to which its campaign directs and for all materials related to its campaign. Customers' responsibility includes for instance, but not limited to, product liability, copyright, respect for all regulations concerning distance sales, competitions, sales and discounts, comparative advertising and all legal consequences of the service or product mentioned in the advertisement, advertorial or editorial interview.
- c. The Customer is exclusively responsible for any damage done to the recording studios and/or infrastructure, either caused by herself or by her employees, subcontractors,

representatives and other contracting parties who access the recording studios or film sets on location during the shooting sessions, both in execution of a lease agreement and with regard to film recordings or sponsored recordings for own media channels.

d. All collection or processing of e-mail addresses or other personal data by the Customer shall be done with respect for privacy regulations and direct-marketing regulations and under the sole responsibility of the Customer.

Unless expressly agreed otherwise, direct 'data capture' from an advertorial or publi-report is not allowed.

e. Customer guarantees that all materials delivered to **Pink Minds Media** are free of defects or viruses and shall be liable for all direct or indirect damages incurred by **Pink Minds Media** or any third party following such defects or viruses.

f. Customer is in any event responsible for the content of Internet sites that can be consulted through its advertisements on the **Pink Minds Media** website.

g. With regard to sponsored tv recordings, made by **Pink Minds Media** for her own media channels (eventplanner.tv, healthlab.tv, scubadiving.tv, ...) and covered by **Pink Minds Media** copyrights, the Customer receives a limited right to use the sponsored recordings in accordance with the guidelines of **Pink Minds Media**.

With regard to advertisements or film recordings ordered by the Customer and not intended for broadcasting on the media channels of **Pink Minds Media**, copyrights are transferred by **Pink Minds Media** to the Customer.

**Pink Minds Media** owns and reserves all copyrights and portrait rights on advertisements, editorial text, created by **Pink Minds Media** and ordered by the Customer with regard to campaigns. The Customer agrees not to use these advertisements or film recordings for other purposes, including publishing in print or electronic form in a product or service that competes with **Pink Minds Media**. Any reproduction of an advertisement or any other graphical or other element from advertisements, text, in any way requires prior written agreement of the copyright holder **Pink Minds Media**.

h. With regard to 360° photos taken by Pink Minds Media and covered by **Pink Minds Media** copyrights, the Customer receives a limited right to use the 360° photos in accordance with the guidelines of Pink Minds Media (for example via embed code). The mandatory hosting of the 360° photos is included in the subscription to the premium business page to which the photos relate. The right of use therefore applies as long as the Customer continues his subscription to the premium business page. A deviating right of use can be agreed in writing at an additional fee.

i. The Customer is solely responsible for acquiring adequate licenses on intellectual property rights, personality rights and other third-party claims with regard to creations, developments and other elements used in the advertisements or film recordings.

j. Customer is responsible for all personal access codes to the online administration pages provided by **Pink Minds Media**. Customer is responsible for all of use of his access codes and for the intentional or accidental transfer of these codes to third parties. Customer explicitly agrees that these codes are unique and personal identification codes. All online actions validated with these personal access codes are deemed actions of the Customer, including online orders and the use of paid online services.

k. All intellectual property rights, copyrights, neighboring rights and portrait rights of the Customer on advertisement, editorial texts, film recordings or sponsored recordings made by **Pink Minds Media** are transferred in their entirety and definitively to **Pink Minds Media** the largest extent permitted by law.

Customer shall mention **Pink Minds Media** copyright "© pinkminds.tv" in all authorized use of footage and film material.

l. Customer shall make all necessary arrangements to maintain the integrity, safety and maintenance of the software, the hardware and all other materials.

m. In events of malfunction of certain services, Customer shall cooperate in all tests and investigations necessary to discover the origins of the problems and to safeguard relevant evidence.

n. Customer shall accept partial deliveries.

o. With regard to sponsored recordings for **Pink Minds Media** owned media channels (eventplanner.tv, healthlab.tv, scubadiving.tv, ...) Customer agrees and accepts that all selection and editing of film recordings of footage is the exclusive and autonomous responsibility and right of **Pink Minds Media** and that **Pink Minds Media** will not communicate on the matter. **Pink Minds Media** can, for instance, to its own discretion use its right to edit, cut, montage and recall. Customer recognizes that **Pink Minds Media** has the right to diverge unilaterally from the concept of the film recordings made at the request of the Customer, to complement these or change them.

Customer authorizes **Pink Minds Media** unconditionally to publish the film recordings, to edit them, to reproduce and distribute directly or indirectly, to hold sufficient supplies, to broadcast and repeat worldwide and to exploit without limitation in place or in time through any technical means and reception devices.

p. Customer holds **Pink Minds Media** harmless against all claims on any grounds by any third party for all infringements by the Customer of the present General Terms of Sale and shall indemnify **Pink Minds Media** completely for all damages incurred by **Pink Minds Media**. This right is not limited to or affected by **Pink Minds Media's** editorial intervention.

q. Upon delivery of the ordered film recordings ordered by the Customer and not primarily intended for broadcasting through the media channels of **Pink Minds Media**, the Customer has the right to request modifications in connection with editing and post-production before acceptance. Any additional modifications desired by the Customer shall be invoiced at an hourly rate of € 100 per hour initiated.

r. The Customer undertakes to in no way abuse the Websites, tools and platforms offered by **Pink Minds Media**.

s. The Customer is undertakes to safeguard the good name and reputation of **Pink Minds Media** and its brands at all times.

t. A dissolution and/or suspension, as well as the non-processing of Bookings and/or the loss of data, can be caused by technical difficulties, such as, but not limited to, a server crash or an error, bug, virus or hacking, which can cause problems on the Website. Such problems are specific to the providing of this type of services and can in no way be assimilated to failure on

the part of **Pink Minds Media**. These will under no circumstances lead to a penalty or compensation on the part of **Pink Minds Media**. Neither shall **Pink Minds Media** be held accountable for any direct or indirect damages incurred by third parties, regardless of the reason.

u. The Customer agrees to the terms of use and privacy policy of the platform on which he advertises and thus makes use of. These can be found on the respective website(s).

v. Insofar as the Customer receives information/quotation requests from the users of our websites via his advertisements, the customer declares to be in full compliance with the applicable privacy legislation (GDPR). Our users only give permission to use their data in the context of answering the question (not for other marketing purposes, ...).

## 5. Pricing, invoicing and payment

a. All prices are in euro, exclusive VAT and other taxes. Changes in taxes after the signing of the agreement will be charged to the Customer. Customer shall be solely responsible for all VAT and other taxes.

b. Priority placement is subject to additional costs specified in the offer. The priority placement requested by the Customer cannot be guaranteed and is subject to availability without any right to compensation or price reduction for the Customer other than reimbursement of the before mentioned additional cost.

c. All invoices are always sent out digitally and are payable in cash at **Pink Minds Media**'s registered offices. Representatives of **Pink Minds Media** are not authorized to accept payments in cash.

d. All invoices are payable within 14 calendar days following date of invoice, unless otherwise specified. Invoices are issued upon order confirmation, unless otherwise specified.

e. All late payments give rise automatically, without prior court intervention and without formal notice, to an interest of 1% per started month as well as to the damage compensation of 15% of the invoiced amount with a minimum of €125. All legal and extralegal costs for payment recovery will be charged to the Customer.

f. Regarding film recordings and lease of studios and infrastructure, an advance of 50% of the total amount is invoiced. The remaining 50% of the total amount is invoiced upon the start of the shooting sessions.

g. Parties explicitly agree that **Pink Minds Media** is entitled to remove the advertisement and terminate the agreement with the Customer immediately without prior court intervention and without formal notice in the following events: 1) previous or current orders remain unpaid upon due date, 2) breach of contract by the Customer, 3) use of the service by the Customer in a way that has a negative effect on **Pink Minds Media** or other **Pink Minds Media** Customers, 4) failure by the Customer to respect one of his contractual obligations or 5) bankruptcy or cessation of payment by the Customer. Termination of the agreement on the above-mentioned grounds shall not affect the right of **Pink Minds Media** to demand full payment or damages if applicable. **Pink Minds Media** reserves the right to request payment. The absence of payment may result in the removal of publication until full payment is done.

h. Failure to pay one invoice shall make all other invoices due immediately.

## 6. Term

Advertisements in the form of business pages are valid, unless otherwise specified, for one calendar year from the activation of the business page. All other advertisements are one-shot or for specifically agreed-upon duration. Upon completion of a year campaign, **Pink Minds Media** sends an automatic request for renewal with an invoice. If the Customer does not wish to renew, he shall inform **Pink Minds Media** in writing by registered mail within 30 days following reception of the invoice. The right to cancel during this period lapses if the customer continues to actively use the service during this period by, for example, posting vacancies, posts, etc.

To subscriptions that the Customer signs up for using the websites of **Pink Minds** (.PRO membership, upgrade business page, ...), the term specified on the website always applies. On the last day of the term, the subscription is renewed automatically for the same term and amount. The Customer can stop the subscription at any time before the renewal takes place. Charged terms are not refundable.

For other services like consultancy assignments, film recordings and studio renting agreements the term of the agreement shall be defined in the offer/quote.

## 7. Confidential information

a. Parties shall treat all information of which they can reasonably assume that it is confidential strictly confidential and shall not disclose it to third parties without prior written explicit consent of the other party.

b. **Pink Minds Media** shall be entitled to disclose the existence of an agreement with the Customer for advertisements and/or other commercial purposes.

## 8. Orders on behalf of third parties

Anyone ordering on behalf of third parties or requesting to invoice to third parties, vouches for this third party under the conditions set out in article 1120 of the Belgian Civil Code and shall be personally held liable for all payments due by the third party.

## 9. Liability of Pink Minds Media

a. **Pink Minds Media** will not be liable for incorrect information or mistakes in information unless proven that incorrect information or mistakes were intentional. All obligations of **Pink Minds Media** are on a best efforts basis and do not guarantee results. Liability of **Pink Minds Media** may only lead to a discount on the invoiced amount, to be determined in relation to the actual and proven value of the damage. Any liability of **Pink Minds Media** is limited to the agreed-upon price of the services offered by **Pink Minds Media**. **Pink Minds Media** will correct possible mistakes as soon as possible upon request by the Customer.

b. **Pink Minds Media** will under no circumstances be liable for technical or other failures or circumstances beyond its control that influence the speed of transfer of communication lines, the swift and sound transfer of ordered materials, creations and film recordings, accessibility

of websites and film recordings or the functioning of Internet or that lead to violation of deadlines, including without limitation material and technical failures and interferences, defects and delays, as well as all case of force majeure as defined in article 11.

c. By delivering materials to **Pink Minds Media**, uploading it via the website, ... the Customer automatically entitles **Pink Minds Media** to use these materials for its own purposes, to reproduce it on all carriers, to edit it, reuse it and convey it to the public, for the entire duration of the copyright protection, on all known carriers and globally. By entering into an agreement with **Pink Minds Media**, the Customer also automatically grants **Pink Minds Media** the right - as far as needed - to use the trade and brand names of the Customer as a reference, in her own communication or as a keyword in online advertising services. The Customer guarantees to possess all required rights, most notably the copyrights and portrait rights, and to transfer such rights of use to **Pink Minds Media**, and that it will fully indemnify **Pink Minds Media** for any claims by third parties related to the use of the materials by **Pink Minds Media**.

d. **Pink Minds Media** shall not be liable for damages arising from non-intentional violations of third party rights. After approval of the design by the Customer, the Customer shall be sole liable. Liability of **Pink Minds Media** towards the Customer shall in any event be limited to the price of the advertisement and creation.

e. **Pink Minds Media** makes every effort to provide access to its Websites and tools 24 hours a day, 7 days a week. Given the technical aspects of smartphones, computers, websites and the internet, and the need for regular maintenance, updates and upgrades, **Pink Minds Media** cannot guarantee uninterrupted access to the Website. **Pink Minds Media** will make every effort to resolve any reasonable instances of discontinuance or suspension of the access as quickly as possible, but can under no circumstances be held liable for any direct, indirect or consequential damage resulting from the unavailability of information or (a part of) the Website.

f. **Pink Minds Media** shall not be liable for consequential damages and indirect damages or losses, including loss of data, profits, turnover, income or other financial or commercial losses following from the breach of contractual or extra compact contractual obligations. Liability of **Pink Minds Media** towards the Customer is in any event limited to the price of the services agreed-upon in the agreement.

g. Complaints must be filed within eight calendar days after publishing by registered letter to the registered offices of **Pink Minds Media**. Following complaints are inadmissible:

- complaints concerning designs of advertisements that were validated by the Customer prior to publishing

- orders given by telephone fax or orally

- orders containing text that is unreadable or poorly drafted

Obvious mistakes, that are unclear presentation of text and/or images can, unless intentional shortcoming is proven, not give rise to any price reduction or damages. Any liability of **Pink Minds Media** is in any event limited to price of the advertising, consultancy mission or film recording. Complaints do not authorize Customer to suspend its payment obligation.

h. Due to the specific nature of its products and services, **Pink Minds Media** cannot guarantee the exact content of its advertisements and film recordings. Assigning the order sheet the Customer declares that he understands the technical features and limitations of the templates and formats.

i. Except for possible expansions, content and advertisement shall remain unchanged for the duration of the agreement. Possible extensions of an existing advertisement will be incorporated in an additional order form.

j. **Pink Minds Media** reserves the right to add additional categories and/or regions in its company guide, to change them or to cancel them.

k. In the case that **Pink Minds Media** collects and forwards information via its website from potential customers on behalf of the Customer, it acts as processor for the Customer in reference to the General Data Protection Regulation 261/2016 (GDPR). **Pink Minds Media** declares that it has taken all necessary measures to process the data of its users safely and in accordance with the GDPR.

## 10. Short consultancy missions

These General Terms of Sale and specifically the articles concerning the present chapter also apply to consultancy services delivered by **Pink Minds Media** for short duration or consultancy services delivered within the framework of a few days. Consultancy missions of longer durations shall be governed by separate agreement with the Customer.

All consultancy missions shall be executed by **Pink Minds Media** on a best efforts basis, following normal business practices and applying the necessary care and dedication.

**Pink Minds Media** delivers its services and independent basis. Unless explicitly specified otherwise, **Pink Minds Media** is free to decide in which way it will deliver its services. Nonetheless the amount of hours necessary to complete the mission shall be decided in mutual agreement with the Customer and

**Pink Minds Media** shall not be liable for loss of profits or losses by the Customer due to the execution all consultancy missions by **Pink Minds Media**. **Pink Minds Media** when we can be liable for indirect damages.

## 11. Lease Studio and/or Infrastructure

The provisions set forth in this article are specifically applicable on the lease of the film studios and/or infrastructure, the materials and the crew.

a. The studio and infrastructure must always be reserved in advance. Reservations are valid upon explicit confirmation by **Pink Minds Media**.

b. Reservations may be cancelled three weeks before the start of the sessions. Any advances paid, with a minimum of 50% of the total amount, shall be reserved by **Pink Minds Media** and all material specifically acquired for the Customer should be compensated.

c. The lease of the studios and/or infrastructure always implies the engagement of technical personnel of **Pink Minds Media**.

d. Extension of leasing duration is only possible according to availability and after prior payment of the lease price and prior approval by **Pink Minds Media**.

## 12. Booking module

The booking module which is offered by **Pink Minds Media** is an online platform where Customers can manage their Agenda and Pricing Structure and visualise this for the Visitors. By using the platform, Visitors can place a booking with the Customer based on the availability which the Customer indicated in her online agenda.

- a. **Pink Minds Media** only provides the platform to the Customer and Visitor/Booker. Agreements are thus entered into by the Customer and Visitor/Booker. **Pink Minds Media** is under no circumstance a party in the Agreement between the Customer and Visitor/Booker and is therefore not accountable for the contact nor for the contract between the two parties.
- b. A booking made by a Visitor/Booker will be final from the moment that the Customer has confirmed the booking. The Agreement which will subsequently be entered into by the Customer and Visitor/Booker is to be agreed upon and managed by these parties themselves.
- c. The Customer himself/herself is responsible for his/her Pricing Structure, Agenda and their contents. **Pink Minds Media** offers no guarantee, neither explicitly nor implicitly, and cannot be held accountable for the security of the contents of the Agenda, nor for theft, loss or damages of/to the contents of the Agenda and the Pricing Structure. The Customer himself/herself should at all times provide the necessary Back-ups. Moreover, the Customer himself/herself should at all times keep the agenda up to date. **Pink Minds Media** is under no circumstance responsible nor accountable for double bookings, booking errors, or errors in the Agenda and/or the Pricing Structure of the Customer.

## 13. Event Software

The event software offered by **Pink Minds Media** is online software with which Users and Customers can organize events by managing to-do lists, call sheets, budget overviews, mood boards, guest lists, ticketing modules, ...

**Pink Minds Media** makes the software available 'as is'. **Pink Minds Media** strives for the continuous availability of the event software. This constitutes a best-efforts obligation. Under no circumstances does **Pink Minds Media** offer any guarantees about the availability, the suitability for a specific purpose or any other expectations of the Customer or User.

**Pink Minds Media** cannot be held liable for any direct, indirect, or consequential damage resulting from the temporary unavailability of information and/or of (a part of) the Website, and/or the loss of data.

## 14. Force majeure

- a. **Pink Minds Media** shall be liberated of its obligations if execution of these obligations in a timely and correct fashion has become impossible due to external circumstances. **Pink Minds Media** shall in no event be liable for the non-execution of contractual obligations if execution of these obligations is becoming impossible due to strikes, partial or complete stagnation of transportation, failure of electricity and or telecommunications, material or technical failures or interferences, issues with staff, company failure, (D)DoS-attacks, hacking, failure to execute obligations by its suppliers, obligation to obtain licenses or other legal or administrative the months, that will all constitute force majeure.
- b. If the force majeure situation threatens to last for more than 10 working days, event and immediately entitled to terminate the agreement immediately, without prior court intervention, without formal notice and without compensation by phone or registered letter. In such event **Pink Minds Media** shall be entitled to payment by the Customer of all goods or services that have already been delivered and of all costs already incurred.
- c. Suspension of obligations by **Pink Minds Media** for reasons of force majeure, to not entitled the Customer to terminate or suspend its obligations under the present agreements.

## 15. Privacy and protection

All personal data mentioned in order forms shall be processed in accordance to the European Privacy regulations (GDPR). Data will be processed for reasons of client administration, offering services and products by **Pink Minds Media** and the further commercial exploitation of products and services by **Pink Minds Media**. All natural persons have a right to request access to and correction of their data. All natural persons have rights to oppose to further processing of their personal data. Our privacy policy, which can be found on [www.eventplanner.net/legal.php#privacy](http://www.eventplanner.net/legal.php#privacy), applies.

## 16. Applicable law & competent courts

- a. The present General Terms of Sale and all other contract documents governed between **Pink Minds Media** and Customers are governed exclusively by Belgian law.
- b. All disputes between **Pink Minds Media** and Customers shall be brought exclusively before the competent courts of the city of Antwerp. In the event that the disputes should be brought before lower courts ("vrederegerecht/justice de paix"), the Vrederegerecht of the 5<sup>th</sup> Kanton of Antwerp shall be exclusively competent.

## 17. Severability

In the event that one or more articles of the present agreement are null or avoid, additional not affect the rest of the agreements. Parties shall replace the null or avoid articles by articles that approach the original text as close as possible.

## 18. Language versions

These GTS were originally drafted in Dutch and have been translated into English. In the event of inconsistencies between the different language versions, the Dutch version shall prevail.