

Terms and Conditions: Private Marketplace

These special terms and conditions only apply to any use of Adnuntius Private Marketplace, and apply in addition to Adnuntius' General Terms and Conditions and Order Form, which jointly constitutes the agreement (the "Agreement") between the Customer and Adnuntius.

1 Fees and Payments

1.1 Fees

Customer shall pay all fees specified in all applicable Order Forms, addendums and amendments hereunder in consideration for Adnuntius' provision of the Services. Customer shall pay to Adnuntius all fees that are owed under the Agreement even if the Customer has not received payment outstanding from the transactions utilizing the Services. Except as otherwise specified in this Agreement or in an Order Form, (a) fees are quoted and payable in Euro, (b) payment obligations are non-cancellable and fees paid are non-refundable, and (c) the amount of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. Adnuntius reserves the right to adjust any fee with a 3 month written notice.

1.2 Invoicing and payment

Unless otherwise stated in the Order Form, (a) invoices shall be sent to Customer to an email address specified in the applicable Order Form, and (b) invoiced charges are due 30 days from the invoice date.

1.3 Overdue Charges

If any invoiced fees or charges are not received by Adnuntius within the respective due date of such invoice, then Adnuntius shall have the right to take the following actions: (a) Immediately after the due date send an invoice reminder with due date 14 days from the reminder date, containing the owed amount plus a charge of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; (b) if the fees and charges are not received by Adnuntius within expiry of the due date of the invoice reminder, then Adnuntius may send another reminder (collection notice) due 14 days from the reminder date, containing the owed amount plus another charge of 1.5% of the original outstanding balance per month, or the maximum rate permitted by law, whichever is lower; and (c) if the charges are not received from Customer by the due date of the second reminder, then Adnuntius may transfer the responsibility of further collection to an external debt collection agency, after which separate rules may apply.

1.4 Suspension of Services and Acceleration

If any amount owed by Customer under this Agreement or any other agreement for the Services is 30 or more days overdue, Adnuntius may, without limiting Adnuntius' other rights and remedies under this Agreement and/or applicable laws, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the Services to Customer until the fees are paid in full.

1.5 Taxes

Unless otherwise stated on invoices and/or credit notes, no fees shall include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively "Taxes"). The Customer is responsible for paying all Taxes associated with the Customer's purchases or income hereunder. If Adnuntius has the legal obligation to pay or collect Taxes for which the Customer is responsible under this clause, the appropriate amount shall be invoiced to and paid by the Customer, unless the Customer provides Adnuntius with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Adnuntius is solely responsible for Taxes assessable against it based on Adnuntius' income, property, and employees.

2 Data

2.1 Customer Data

Customer is responsible for (a) The Customer's, Public User's and Users' use of the Services, and (b) the appropriateness and legality of all Customer Data. Customer acknowledges that Adnuntius acts as a mere technological carrier and is not responsible for the content of the Customer Data or for evaluating the appropriateness of the Customer Data in relation to the environment where they are disclosed or published.

2.2 Privacy

The Customer shall comply with all applicable laws relating to Public User privacy and the collection and use of information from Public Users to the Services. Examples may include, but are not limited to, having a privacy policy on its website(s), and the opportunity for Public Users to opt in or out of being tracked.

2.3 Data Processing Agreement

The parties shall, if required by law, enter into Adnuntius' standard Data Processing Agreement that secures adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of data subjects, that describes the relationship between the parties, and that ensures that the parties follow applicable data protection law.