



## Europe Online Suppliers Terms and Conditions

Last updated: 6 October 2021

These Terms are a legally binding agreement governing Suppliers' access and use of the Platform. These Terms apply to the Platform only; they do not apply to any third-party software, websites, and services integrated with the Platform.

The Supplier must agree to all provisions of these Terms to be eligible to access or use the Platform. If the Supplier does not agree with one or more provisions of these Terms, the Supplier is not allowed to use the Platform.

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### **Definitions**

The capitalised terms used in these Terms shall have the following meanings:

- “**Terms**” means these Europe Online Terms and Conditions, including all documents implemented by reference thereto;
- “**Company**” means the company owning and operating the Platform, namely, MB Projects BV having a registered place of business at Rijweg 2/102, 3020 Herent, Belgium, and the company registration number BE0666657343;
- “**Platform**” means the e-commerce platform available at [www.europeonline.eu](http://www.europeonline.eu) and [www.europeonline.be](http://www.europeonline.be), the related software and services, except for third-party products and services;
- “**Buyers**” means users of the Platform ordering the Articles;
- “**Buyer Account**” means an account registered by the Buyers on the Platform allowing Buyer's access to the full functionality of the Platform;

- “**Articles**” means the goods offered by the Suppliers for sale through the Platform;
- “**Supplier**” means the User of the Platform offering the Articles for sale through the Platform;
- “**Contractors**” means the Buyers and the Suppliers entering into the Sales Contract through the Platform;
- “**Sales Contract**” means sales contracts for the Articles concluded by and between the Buyers and the Suppliers through the Platform;
- “**Supplier Account**” means an account registered by the Suppliers on the Platform allowing Supplier’s access to the full functionality of the Platform;
- “**Confidential Information**” means any information made available by and between the Users through the Platform that is of a confidential nature;
- “**Fees**” means service charges payable by the Buyers to the Suppliers through the Platform for the purchase of the Articles under the Sales Contract;
- “**Commission**” means the fees payable by the Suppliers to the Company representing a percentage of the Fees payable by the Buyer for each Sales Contract concluded through the Platform;
- “**Payment Processors**” means third-party payment processors responsible for processing payments through the Platform, including, without limitation, [Mollie and PayPal](#);
- “**Content**” means any content uploaded by the Supplier onto the Platform;
- “**Company’s IP**” means any Company’s intellectual property assets featured through the Platform; and
- “**User**” means any individual accessing the Platform.

In these Terms, words in the singular include the plural meaning and words in the plural include the singular meaning.

## 1. GENERAL INFORMATION

1.1. These Terms constitute a legally binding agreement between the Company and the Supplier with regard to the Supplier’s access and use of the Platform.

1.2. **About the Platform.** The Platform is an online marketplace that allows the Buyers to purchase the Articles offered for sale by the Suppliers and conclude a Sales Contract with the Suppliers. The Platform serves as a reference point that facilitates the communication between the Suppliers and the Buyers, including supporting the formation of the Sales Contracts. The Company does not offer for sale, sell, store, or ship the Articles. The Company reserves the right to limit the use of the Platform in certain countries and territories.

1.3. The Company grants to the Supplier commercial, revocable, non-exclusive, non-transferable and limited license to use the Platform pursuant to these Terms.

1.4. **Minors.** The Platform is not marketed and should not be used by persons under the age of 18. The Buyers holding parental responsibility for a child (e.g., parents or legal guardians) may order the Articles for their minor children. However, the Company does not permit children under the age of 18 to make such orders themselves.

- 1.5.**Disclaimer.** Although the Company regularly monitors the information available on the Platform, the Company cannot guarantee the accuracy, reliability, currency, relevance, and completeness of the information available on the Platform, neither provided by the Company nor by the Users of the Platform.
- 1.6.**Third-party links and advertising.** The Platform may contain links to websites, applications, and other online sources owned and operated by third parties. The Platform may also feature information and advertisements provided by the Buyers, the Suppliers, and third parties. The Company is not responsible or liable in any manner for the content of such third-party links, information, and advertisements, as well as the security and privacy practices deployed by the operators of third-party websites.
- 1.7.**Privacy and other relevant terms.** The below-listed documents also govern the Supplier's access and use of the Platform; they should be read and interpreted together with these Terms:
- i. Europe Online Privacy Policy, which describes in detail how the Company handles Suppliers' personal data collected and processed through the Platform;
  - ii. The terms and conditions of the respective Sales Contracts; and
  - iii. Other individual terms and conditions made available by the Company through the Platform.

## 2. **THE SUPPLIER ACCOUNT AND SUPPLIERS' COMMITMENTS**

- 2.1.**Registration of the Supplier Account.** In order to use the full functionality of the Platform, the Supplier must register the Supplier Account. The Supplier Account may be requested by completing a form available on the Platform. The Supplier Account is not transferable and the Supplier is solely responsible for any activities occurring through the Supplier Account. By registering the Supplier Account on the Platform, the Supplier acknowledges, agrees, and warrants that:
- i. When offering the Articles for sale through the Platform, the Supplier will comply with these Terms, the terms of the Sales Contracts, and all applicable local, state, national and foreign laws, treaties, and regulations;
  - ii. The Supplier shall devote Supplier's working time, attention, knowledge, and skills to Buyer's interests while selling the Articles and shall do so in good faith, with best efforts, and to the reasonable satisfaction of the Buyer;
  - iii. The Supplier will provide only true, accurate, complete, and up-to-date personal data and other information;
  - iv. The Supplier is eligible for concluding legally binding contracts;
  - v. The Supplier shall use a single business name (multiple business names are not allowed under the same Supplier Account);
  - vi. The Supplier is authorised by an entity the Supplier represents (if any) to create the Supplier Account.

- 2.2. Security of the Supplier Account.** The Supplier is solely responsible for maintaining the confidentiality of the Supplier Account, including keeping secure the login details and passwords. By using the Platform, the Supplier agrees to immediately notify the Company about allegedly unauthorised use of the Supplier Account or any related security breach. The Supplier must use secure Internet connection and protected networks while using the Platform. The Company will not be liable for any loss or damage resulting from Supplier's failure to comply with these security obligations.
- 2.3. Deletion of the Supplier Account.** At any time, the Supplier may delete the Supplier Account through the dashboard or by sending a request directly to the Company, in which case these Terms shall terminate.
- 2.4. Suspension and termination of the Supplier Account.** The Company reserves the right to suspend or terminate any Supplier Account if, at its sole discretion, the Company has grounds to believe that Supplier's use of the Platform seriously or repeatedly breaches these Terms. The Company may also suspend or terminate any Supplier Account upon a lawful request of a public authority.
- 2.5. Confidential information.** Any information made available to the Suppliers through the Platform is of confidential nature. The Suppliers must at all times (i) keep confidential and not disclose to any person any of the Confidential Information and (ii) only use such Confidential Information for the purposes of providing the Articles to the respective Buyers. To the extent the Supplier feels that the Supplier needs to disclose the confidential information, the Supplier may do so only after being authorised in writing by the disclosing party. If any of the confidential information has been endangered, the Supplier shall immediately notify the disclosing party of the same.
- 2.6. Authorisation.** The Suppliers are responsible for obtaining all necessary authorisations, business registrations, certificates, undergoing verifications, obtaining tax numbers, opening bank accounts for business purposes, and acquiring professional liability insurance policies enabling Suppliers' use of the Platform and selling the Articles. The Company is not responsible in any manner and bears no liability for Suppliers' activities carried out through the Platform without such authorisation.
- 2.7. Insurance.** The Suppliers are strongly encouraged to (i) obtain appropriate insurance related to the Articles and (ii) make sure that the terms and conditions of the insurance policy do not contravene to these Terms.
- 2.8. Sub-contractors.** The Supplier is entitled to appoint sub-contractors for selling the Articles, provided that the Supplier shall remain solely responsible for the sales, delivery, and quality of the Articles and operation of the Supplier Account.
- 2.9. Identity and location verification.** The Company reserves the right but is not under obligation to verify the Supplier Account, including, without limitation, verifying the identity, location, payment methods, and email addresses, during the registration of the Supplier Account or from time to time thereafter. The verification may include requesting official documents (e.g., government issued ID) confirming Supplier's identity, location, and authorisation to act on behalf of a business entity. The Supplier agrees to supply to the Company the requested information to keep the Supplier Account active.

The Company reserves the right to temporarily suspend the Supplier Account during the verification process and terminate the Supplier Account if the verification fails.

**2.10.Ranking.** On the Platform, the Articles are presented according to the ranking algorithms that take into account, without limitation, list pages, search pages, Article pages, number of sales, number of clicks, popularity of the Article, and recommendations. The Company reserves the right, at its own discretion, to manage the ranking algorithm. A higher ranking position may be obtained by purchasing advertising from the Company.

### **3. FEES, COMMISSION AND PAYMENTS**

**3.1.The Fees.** The Suppliers are solely responsible for (i) defining the Fees applicable to the Articles offered for sale by them and (ii) communicating the Fees to the Company through the Platform. The Fees are subject to the Commission as provided hereunder; the Fees featured on the Platform for the Buyers include Suppliers' charges and the Commission.

**3.2.**The Suppliers are entitled, but have no obligation, to provide discounts for the Fees. The discounts will be clearly indicated on the Platform, at the respective Supplier's profile. The Fees paid by the Buyers through the Platform constitute the entire amount payable for the ordered Articles and the Suppliers must not charge the Buyers any additional Fees for the said services, unless agreed otherwise by the Buyers. No Fees can be accepted outside the Platform.

**3.3.The Commission.** Suppliers' use of the Platform is subject to the Commission. The Commission rates and payment terms related thereto are made available on the Platform or communicated to the Supplier. The Commission is deducted automatically from the Fees paid by the Buyers. By concluding a contract with the Company on the basis of these Terms, the Supplier allows the Company to deduct the Commission from all Fees payable by the Buyers in accordance with these Terms and the terms and conditions in force at the moment the Sales Contract is concluded. The Commission rates remain valid for as long as they are indicated on the Platform or as communicated to the Supplier. The Commission rates are subject to a change with or without a prior notice. Any changes to the Commission rates will be made available on the Platform and, if necessary, the Company will request the Suppliers to provide their consent to the amendments of the Commission rates.

**3.4.Taxes.** Unless indicated otherwise on the Platform, the Fees include all applicable taxes (e.g., VAT and sales taxes), levies, or duties imposed by taxing authorities. The Suppliers are responsible for paying all applicable taxes, levies, and duties in relation to the sales of the Articles and excluding local taxes based solely on Company's income.

**3.5.Transfer of funds.** After successful completion of the Sales Contract, the Company will transfer the funds generated by the Supplier (i.e., the Fees minus the Commission) to the Suppliers Account within 1 month from the completed Sales Contract; the Company is not responsible for delays caused by the Payment Processors. The Suppliers are responsible for paying any and all applicable transfer costs charged by the Payment Processor. The Supplier hereby acknowledges and agrees that:

- i. Any payment made by the Buyer to the Supplier through the Platform shall be considered as payment by the Buyer directly to the Supplier;
- ii. The Supplier will not charge the Buyer any additional fees for the ordered Articles, unless agreed otherwise between the Buyer and the Supplier;
- iii. The Company accepts payments from the Buyers as limited payment collection agents and the Company is not a payment service provider;
- iv. Company's obligation to transfer funds to the Supplier is subject to and conditional upon successful execution of the Sales Contract, the receipt of the associated payments of the Fees from the Buyers, and operation of the Payment Processor;
- v. The Company is not responsible for transferring the funds to the Suppliers that have not been successfully obtained from the Buyers; and
- vi. The Company is entitled to charge the Commission on any Fees paid under the Sales Contracts.

**3.6.Suspension of transfer of funds.** The Company reserves the right, as deemed appropriate and in its sole discretion, to suspend the payouts of the funds to the Suppliers if any of the following occurs:

- i. The Company requires additional information or verification from the Supplier (e.g. tax information or proof of identity);
- ii. The Company has a reason to believe the Fees or the Sales Contract may be subject to dispute or chargeback;
- iii. The Company suspects that the Supplier has engaged in fraud through the Platform or violated these Terms; or
- iv. The Company deems it necessary in connection with investigation or upon request of a public authority.

**3.7.Reimbursement.** The Company reserves the right, to the extent permitted by the applicable law, to seek reimbursement from the Supplier or use other remedies available under the applicable law, if any of the following occurs:

- i. The Company suspects that the Supplier engaged in fraud associated with payments, withdrawals, or the Sales Contracts;
- ii. The Company discovers that the Sales Contract is erroneous or duplicated; or
- iii. The Company receives a chargeback from Buyer's payment method, provided that the Company has complied with its obligations under these Terms.

**3.8.Payment processing.** All payments related to the Platform, including the Fees, are processed by the Payment Processors. The Payment Processors are solely responsible for handling payments through the Platform. The Suppliers agree not to hold the Company liable for payments that do not reach the Suppliers because the Suppliers have quoted incorrect payment information or the Payment Processors refused the payment for any other reason. The Payment Processors may collect personal data, which allows them to process the payments (e.g., name, PayPal credentials, credit card details, payment account information, or any other required personal data). The Payment Processors hand-

le all steps in the payment process on their websites, including data collection and data processing. For the payment service agreements and policies, please refer to the website of the respective Payment Processor. The list of our Payment Processors may be modified by the Company at any time without notice.

- 3.9.**Invoices.** The invoices for the Commission and other fees charged by the Company are generated automatically and can be reviewed and downloaded through the Supplier Account. The Suppliers are responsible for making sure that all information in respect to the Supplier Account is accurate and up-to-date so that the invoices could be generated correctly. The Company accepts no responsibility if the invoices are erroneous due to Supplier's failure to comply with these Terms. The Supplier is solely responsible for issuing invoices to the Buyers for the Fees paid.
- 3.10.**Expenses.** Unless agreed otherwise by the Buyers, the Supplier agrees to cover all reasonable expenses incurred in relation to the Articles.
- 3.11.**Transaction limits.** To ensure the security of the Platform, the Company may impose transaction limits with regard to the value or number of transactions within a certain period of time. The Company will not be liable to the supplier if a transaction is not approved when it exceeds the limit established by the Company.
- 3.12.**Buyer's right of withdrawal.** If the Buyer uses the Platform as a consumer (i.e., a person acting wholly or mainly outside the scope of Buyer's trade, business, or profession), if provided by the applicable law, the Buyer has the right to withdraw from the Sales Contract within the period of 14 days after the receiving the Articles. The Supplier agrees to establish practices and procedures for honouring Buyers' requests for withdrawal that are compliant with the applicable laws.

#### 4. CANCELLATION OF ORDERS AND PENALTIES

- 4.1.If the Supplier cancels Buyer's order after the confirmation of the order and no reasonable extenuating circumstances are provided by the Supplier to the Company, the amount equal to the Commission for the respective order will be debited from the Supplier Account or, if no sufficient funds are available in the Supplier Account, the Company will submit a request to charge Supplier's payment method.
- 4.2.If the Supplier's cancellation rate is 5% or more of all Sales Contracts concluded through the Platform, the Company reserves the right to charge the Supplier a penalty, in its sole discretion, or take other corrective measures, including, but not limited to, (i) publishing information about the cancelled order on the Supplier Account, (ii) limiting or disabling Supplier's access to the Platform for further orders for a limited period of time, or (iii) suspending or disabling Supplier's use of the Platform. The Supplier will be notified about the potential penalties or corrective measures prior to cancelling confirmed orders. When assessing the application of a penalty, the Company reserves the right but is no under any obligation to take into account the extenuating circumstances related to the Buyer's order cancelled by the Supplier.
- 4.3.The Supplier shall not be liable for orders that are cancelled due to the circumstances outside Suppliers' reasonable control, such as the *force majeure* events, including, but not

limited to: acts of God; strikes; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes and interruptions; pandemics; and water floods.

## 5. SALES CONTRACTS

- 5.1. Unless otherwise provided in the Terms, the Company does not intervene in the communication between the Contractors as well as negotiation, conclusion, and execution of the Sales Contracts. Nevertheless, the Company reserves the right, at its sole discretion, to accept, refuse, place on hold or cancel the Sales Contracts.
- 5.2. Company's responsibilities with regard to the Sales Contracts are limited to (i) facilitating the availability of the Platform and (ii) serving as the limited payment collection agent of each Supplier for the purpose of accepting payments from the Buyers on behalf of the Supplier.
- 5.3. If the Contractors decide to enter into the Sales Contract through the Platform, the Sales Contract is the contractual relationship between the Contractors and the Contractors have complete discretion with regard to whether to enter into the Sales Contract and the agreed terms of the Sales Contract. The Contractors acknowledge and agree that the Company is not a party to the Sales Contract and the formation of the Sales Contract does not create employment, partnership, joint venture, or other service relationships between the Contractors and the Company. The Contractors may enter into any agreements as they deem to be appropriate (e.g., confidentiality or assignment agreements), provided that such agreements do not conflict with, narrow, or expand these Terms. If there is a conflict between these Terms and an agreement concluded between the Contractors, these Terms shall prevail.
- 5.4. The Company is not a party to the Sales Contracts and, therefore, the Company will not be liable for any direct, indirect, consequential or inconsequential loss or damage that results from the Sales Contracts and any business transactions made between the Contractors as a result of the interactions through the Platform.
- 5.5. The Suppliers are solely responsible for:
- i. Ensuring that they are authorised to sell the Articles through the Platform;
  - ii. Preparing, negotiating, concluding, and executing the Sales Contracts;
  - iii. Paying all applicable taxes, levies, duties, and other fees associated with payments received under the Sales Contracts;
  - iv. Cooperating with the Company in any audits by providing information and records about the Sales Contracts, invoices, tax returns, and other financial reports issued under the Sales Contracts;
  - v. Processing Buyers' personal data in accordance with the applicable data protection laws.
- 5.6. All communication between the Suppliers and the Buyers, including enquiries and negotiation of the Sales Contracts, should be carried out through the Platform. The Suppliers are not allowed to communicate with the Buyers outside the Platform, including without limitation, exchanging contact details (e.g., phone numbers, email addresses,

addresses, social media), information related to communication tools and software (e.g., Skype, WhatsApp, Wechat, Telegram, and Zoom), information about payment methods (e.g., PayPal accounts, bank account, and credit card numbers), and any forms or links related thereto. The Company reserves the right, at its sole discretion, to suspend or terminate the Supplier Account upon violation of this section 5.6.

5.7. Any disputes that arise between the Contractors shall be resolved through the Platform by the means of negotiation with the Company participating as a mediator for the dispute resolution.

## 6. THE ARTICLES

6.1. The Suppliers shall use reasonable efforts to display colours, images, availability, and other specifications of the Articles accurately. The descriptions and images of the Articles must (i) be accurate, (ii) not contain links to any websites, (iii) not contain any watermarks, logos, or business names of the Supplier, and (iv) not infringe any rights of third parties. The Supplier further agrees to provide all warranties and use instructions with each Article, as required by the applicable laws.

6.2. The Articles must be categorised on the Platform by following the list of (sub-)categories available on the Platform. The Supplier agrees to assign an accurate category for each Article.

6.3. To be eligible to sell the Articles on the Platform, the Seller must ensure that: (i) the Articles are made in Europe; (ii) the Supplier's headquarters are located in Europe and (iii) the Articles are of impeccable quality; and (iv) no faulty Articles are sold by the Supplier.

6.4. The Articles must be delivered in an unbranded box or in a box with the EuropeOnline Partner logo meeting the requirements provided on the Platform.

6.5. **Faulty Articles.** If the Buyer finds that the received Article is faulty, the Buyer is entitled, within 14 days from the receipt of the Article contact the Supplier and:

- i. Request a refund as described below;
- ii. Request a reduction of the Fees; or
- iii. Request to replace the Article with the same non-faulty Article or similar Article.

6.6. **Refunds.** If the Article does not meet the specifications under the Sales Contract or the Article is clearly faulty, [the Buyer may request a refund through the Platform. The Company and the Supplier will be notified of the refund request submitted by the Buyer without undue delay. Upon receipt of the returned Article to the Supplier, the Supplier must notify the Company and the Company shall issue a refund to the Buyer.](#)

6.7. **Abandoned Articles.** In the event that the Article (i) cannot be delivered to the Buyer due to Buyer's fault or (ii) the Buyer does not pick up the Article from the location the Article is delivered at, the Supplier may dispose the Article at its sole discretion; the Supplier shall not be held liable for any loss or damage that the Buyer may suffer as a result of the disposal of the Article.

**6.8.Delivery of the Articles.** The Supplier agrees to arrange for the Articles to be delivered to the delivery address specified by the [Buyer](#) during the checkout process, in accordance with the delivery times, shipping providers, and terms and conditions specified under the Sales Contract. Any applicable shipping charges shall be charged in addition to the Fees. The Supplier must (i) mark the order as dispatched on the Platform as soon as it is dispatched and (ii) provide a [track & trace code to the Buyer](#) within 24 hours from the time of dispatch. The Company is not responsible (i) for and does not reimburse any customs fees and taxes applied to the packages containing the Articles and (ii) for the Articles that were damaged during shipment.

**6.9.Location.** The Articles shall be stored at Supplier's premises or at such other places as defined by the Supplier.

## 7. INTELLECTUAL PROPERTY

7.1.The Supplier may upload and submit the various types of Content through the Platform, such as Article photos, text, descriptions of Supplier's business activities, messages, and reviews. Some of the Content may become available to other Users and the general public on the Internet. Therefore, the Supplier must (i) exercise Supplier's due diligence when uploading the Content onto the Platform, (ii) not to make any sensitive information publicly available to other Users, and (iii) make sure that, by uploading the Content onto the Platform, the Supplier complies with these Terms.

7.2.By uploading the Content onto the Platform, the Supplier grants the Company unrestricted, sub-licensable, royalty-free, perpetual, and irrevocable rights to use, distribute, advertise, adapt, remix, modify, publicly display, publicly perform, excerpt, prepare derivative works of, and reproduce the Content for the purposes of operating and promoting the Platform and carrying out Company's legitimate business interests.

7.3.The Supplier agrees not to submit any Content that violates these Terms or any applicable laws, including intellectual property rights of others, and agrees to pay all royalties, fees, and any other monies applicable to such Content.

7.4.The Supplier understands and agrees that, in order to ensure the security of the Platform, the Company may, but has no obligation to, monitor or review the Content. The Company reserves the right, at its sole discretion, to refuse to upload, modify, delete, or remove the Content, in whole or in part, that violates these Terms or may harm the reputation of the Platform. However, the Supplier remains solely responsible for the Content.

7.5.The Supplier is not allowed to make publicly available personal data of persons who have not provided the supplier with their prior authorisation or consent to share that personal data.

7.6.The Content includes Supplier's personal views and recommendations. The Content does not reflect Company's views, recommendations, endorsement, or any commitments related thereto.

7.7.Most of the Company's IP is owned by the Company, its partners, agents, licensors, vendors, and/or other content providers. Company's IP includes, but is not limited to,

text, images, audiovisual content, source code, trademarks, service marks, trade names, graphics, and button icons. Company's IP is protected by the applicable intellectual property laws and international treaties. The Supplier is not allowed, without obtaining prior written authorisation from the Company, to copy, distribute, make available, disassemble, make alterations, decompile, reverse engineer, translate, adapt, rent, loan, use, lease or attempt to grant other rights to the Company's IP to third parties, or use any manual or automated means to scrap any content available on the Platform.

7.8. The Supplier may not use Company's brand, the word or figurative trademarks associated with the Platform or third-party trademarks without prior consent of the respective trademark owner. The Supplier is not allowed to use Company's brands and trademarks in any way that suggests that the Company sponsors, endorses, or associates with the Supplier without obtaining prior written consent from the Supplier.

7.9. Some of the intellectual property assets, such as the Content and third-party trademarks, featured on the Platform may be owned by the Suppliers, Buyers, and other parties. Such third-party intellectual property remains the sole property of the respective proprietors.

## 8. ACCEPTABLE USE POLICY

8.1. When using the Platform, the Supplier must follow the acceptable use policy outlined in this Section 8. The Company works closely with law enforcement and reports any inappropriate content that may infringe applicable laws.

8.2. The Supplier is not permitted to use the Platform in any manner that substitutes or contributes to the following activities (the list is representative and not exhaustive):

- i. Any unlawful activity, including violation of any laws, statutes, ordinances, or regulations;
- ii. Fraud;
- iii. Provision of false, inaccurate, or misleading information;
- iv. Harassment or interference (e.g., driving away Supplier's business or click fraud);
- v. Dissemination of information that may result in injuries and physical harm;
- vi. Discrimination against people based on their race, colour, ethnicity, religion, origin, gender, and other personal attributes;
- vii. Posting of the Content that depicts or incites others to commit acts of violence;
- viii. Provision of the Content that depicts children or may cause emotional distress to children;
- ix. Gambling, including contests, lotteries, games of chance, bidding fee auctions, sports forecasting or odds making, Internet gaming, fantasy sports leagues with cash prizes, and sweepstakes;
- x. Spreading of religious content;
- xi. Spreading of hate speech;
- xii. Spreading of malware (e.g., viruses, worms, Trojan horses), spam, and other illegal messaging;

- xiii. Spreading ethnically, racially, or otherwise objectionable information;
- xiv. Spreading sexually explicit, libellous, harassing, defamatory, abusive, profane, vulgar, threatening, hateful, obscene behaviour and terrorism-related content;
- xv. Advertising or encouraging the use of tobacco, alcohol, and any illegal substances;
- xvi. Copying, distributing, renting, reselling, modifying, compromising, damaging, disabling, impairing, and overburdening the Platform;
- xvii. Interfering with or abusing other users of the Platform;
- xviii. Using bots, scripts, and other automated methods to scrape information from the Platform; and
- xix. Collecting and disclosing any information about the Users.

8.3. The Supplier is solely responsible for the interactions with other Users. The Supplier acknowledges and agrees that the Company does not conduct any checks of the qualifications, certification, skills, the validity and scope of the obtained insurance policies, and background of the Users. The Company makes no representations or warranties as to the conduct of the Users.

## 9. AVAILABILITY

9.1. The Company puts reasonable efforts to ensure that the Platform is always accessible. However, the availability of the Platform may be affected by factors, which the Company cannot reasonably control, such as bandwidth problems, equipment failure, acts and omissions of our third-party service providers, or *force majeure* events. The Company takes no responsibility for the unavailability of the Platform caused by such factors.

## 10. DISCLAIMER OF WARRANTIES

10.1. The Platform on “as available”, “as is”, and “with all faults” basis. To the extent permitted by the applicable law, the Company does not make any representations or warranties about the reliability, suitability, and accuracy, for any purpose, of the Platform, any content featured on the Platform, whether provided by the Company or by third parties, and hereby disclaims all warranties regarding the Platform and its operation.

10.2. It is Supplier’s sole responsibility to verify and assess the fit for the purpose of the Platform prior to using it and to decide whether or not the Platform fits for the intended use.

10.3. By using the Platform, the Supplier acknowledges and agrees that the Company may use third-party suppliers to provide software, hardware, storage, networking, and other technological services. The acts and omissions of third-party suppliers may be outside of Company’s reasonable control. To the maximum extent permitted by law, the Company excludes any liability for any loss or damage resulting from the acts and omissions of such third-party suppliers.

## 11. LIMITATION OF LIABILITY

11.1. Unless otherwise excluded or limited by the applicable law, the Company will not be liable for any damages, including, but not limited to, incidental, punitive, special or other related damages, arising out or in connection with Supplier's use of the Platform, any content made available through the Platform, whether provided by the Company, the Suppliers, the Buyers, or by third parties, or any transactions concluded through the Platform. The Supplier agrees not to hold the Company liable in respect of any losses arising out of any event or events beyond Company's reasonable control.

11.2. The Company will not be liable to the Supplier for any direct, indirect or consequential losses, which may be incurred in relation to the Platform, such as direct and indirect loss of profits, loss of goodwill or business reputation, loss of opportunities, and loss of data.

11.3. The Company will not be liable to the Supplier for any loss or damage, which may be incurred by the supplier as a result of:

- i. Any reliance placed by the Supplier on the completeness, accuracy or existence of any interaction carried through the Platform, content, information, recommendations, or advertising featured on the Platform, or as a result of any relationship or transaction between the Users or advertisers and sponsors whose content appears on the Platform;
- ii. Any changes which the Company may make to the Platform, or for any permanent or temporary cessation in the provision of the Platform or any features thereof;
- iii. The deletion of, corruption of, or failure to store the Content and other communications data maintained or transmitted by or through the Platform;
- iv. Supplier's failure to provide the Company with accurate information;
- v. Supplier's communication and business or personal relationships with other Users; and
- vi. Supplier's failure to keep the login details to the Supplier Account secure and confidential.

11.4. This Section 11 shall apply whether or not the Company has been advised of or should have been aware of the possibility of any such losses arising.

## 12. INDEMNIFICATION

12.1. The Supplier agrees to indemnify, defend and hold the Company, its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of Supplier's breach of these Terms, Supplier's use of the Platform, or Supplier's violation of any law or the rights of a third party.

### 13. SEVERABILITY

13.1. In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, the validity and enforceability of the remaining provisions of the Terms shall not be affected as a result.

### 14. GOVERNING LAW AND DISPUTES

14.1. **Governing law.** These Terms shall be governed and construed in accordance with the laws of Belgium, without regard to its conflicts of law provisions.

14.2. **Jurisdiction.** The Supplier agrees that any disputes arising out of or relating to these Terms shall be resolved by means of negotiation with the Company. If the dispute cannot be resolved by means of negotiation, the dispute shall be submitted to the courts in Brussels, Belgium.

### 15. NON-CIRCUMVENTION

15.1. **Making Payments Through the Platform.** The Supplier hereby acknowledges and agrees that (i) all payments for the Sales Contracts must be accepted through the Platform only, (ii) the Platform must be used as Supplier's exclusive method to request and receive payments, and (iii) Supplier's violation of this section 15.1 is a material breach of these Terms and, therefore, the Supplier Account may be permanently suspended. The said obligation is valid at all times when the communication or transactions are carried out by and between the Suppliers and the Buyers. By way of illustration, the Supplier is not allowed to:

- i. Offer, solicit, accept any offers or solicitations, contract, hire, pay, receive payments, or invoice the Buyers outside the Platform;
- ii. Request or issue an invoice for an amount lower than the actual Fees; and
- iii. Refer the Buyers to third parties for making payments.

15.2. **Not Sharing Contact Details.** The Suppliers must use the Platform as a sole manner of communicating before entering the Sales Contract. A violation of this section 15.2 is a material breach of these Terms and, therefore, the Supplier Account may be permanently suspended.

### 16. MISCELLANEOUS

16.1. **Term and termination.** The Terms enter into force on the date the Supplier accepts the Terms and remain in force until updated or terminated by the Company or until the Supplier stops using the Platform. The Company is entitled to terminate the Terms at any time, at its sole discretion, and with a prior notice to the Supplier.

16.2. **Amendments.** The Company reserves the right to modify these Terms at any time, effective upon posting of an updated version on the Platform. Such amendments may be necessary due to the changes in the requirements of laws, regulations, new features of the Platform, or Company's business practices. The Company will send the Supplier a notification about any material amendments to the Terms that may be of importance to

the Supplier. The Supplier is responsible for regularly reviewing these Terms. Supplier's continued use of the Platform after any changes shall constitute Supplier's consent to such changes. The Company also reserves the right to modify the services provided through the Platform at any time, at its sole discretion.

**16.3. Breach of the Terms.** If the Company has a reason to believe, at its sole discretion, that the Supplier violates these Terms and it is appropriate, necessary or desirable to do so, the Company may:

- i. Send the Supplier a formal warning;
- ii. Temporary suspend the Supplier Account;
- iii. Delete the Supplier Account;
- iv. Temporarily or permanently prohibit Supplier's use of the Platform;
- v. Report the Supplier to the relevant public authorities; or
- vi. Commence a legal action against the Supplier.

**16.4. Transfer of rights.** The Supplier is not allowed to assign Supplier's rights under these Terms. The Company is entitled to transfer its rights and obligations under these Terms entirely or partially to a third party by giving a prior notice to the Supplier. If the Supplier does not agree to the transfer, the only remedy is to terminate these Terms with immediate effect by deleting the Supplier Account and stopping to use the Platform.

**16.5. Merger or acquisition.** In the event the Company, during the term of these Terms, is acquired, merged, or sells all or substantially all of its assets, these Terms shall not automatically be terminated. Although the Company agrees to use its best efforts to ensure that the transferee or surviving company shall assume and be bound by the provisions of these Terms, the Company does not guarantee that the transferee or surviving company shall assume and be bound by the provisions of these Terms.

**16.6. Waiver.** Company's failure to enforce any part of the Terms is not a waiver of its right to later enforce any part of the Terms.

**16.7. Entire agreement.** These Terms, together with the documents referred to therein, represent the entire agreement between the Supplier and the Company regarding Supplier's relationship with the Company and supersede any other agreements.

## **17. CONTACT**

Any questions and notices regarding these Terms should be addressed to the Company by using the following contact details:

**Email:** info@europeonline.be

**Postal address:** MB Projects BV, Rijweg 2/102, 3020 Herent, Belgium

[END]