
TERMS AND CONDITIONS LINKPIZZA

Version: 2023.6

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ARTICLE 1. | DEFINITIONS

In the present terms and conditions, the following terms and declinations thereof, always indicated by a capital letter, are used in the meaning below.

1. **LinkPizza:** the user of these terms and conditions, part of the private limited liability company Kizitos, established at Panamalaan 3 F, 1019 AS in Amsterdam, listed in the Trade Register under Chamber of Commerce number 56749139.
2. **Advertiser:** any legal or natural person acting from the exercise of a profession or business, with whom LinkPizza has concluded or intends to conclude an Agreement and that makes or intended to make use of the Platform as the (representative of one or more) provider(s) of Campaigns.
3. **Publisher:** any natural or legal person with whom LinkPizza has concluded or intends to conclude an Agreement and that makes or intends to make use of the Platform as the (representative of one or more) operator(s) of one or several (public) own channels or accounts on social media platforms (also referred to as influencers, blogger, vlogger, etc.).
4. **Client:** any Advertiser or Publisher.
5. **Parties:** LinkPizza and the Client jointly.
6. **Offer:** any (on-line) Offer of LinkPizza to the Client for the provision of Services.
7. **Agreement:** any agreement between Parties in the context of which LinkPizza commits itself towards the Client to provide Services.
8. **Services:** the services to be provided by LinkPizza in the context of the Agreement, also including, though not solely, the provision of the functionalities of the Platform offered to Client and the processing of payments on account of Assignments and Affiliate Programs.
9. **Campaign:** an advertising campaign for content or affiliate marketing, whereby a party or brand wants to bring one or several products under the attention of a certain target group and is willing to pay Publishers for the purpose.
10. **Assignment:** any assignment agreement between a Publisher and an Advertiser that is adopted based on a Pitch, which has a price for the delivery of the content, and the promotion and placement of the content on the channel of the Publisher.
11. **Pitch:** any partnership proposal made by a Publisher to an Advertiser or vice versa in the context of content to be published by and the associated fee for the Publisher.
12. **Barter:** the price of the product or the service that is delivered by the Advertiser to the Publishers against a value that is equal to the value that a consumer would pay at a store.
13. **Platform:** www.linkpizza.com, or the sub-domains thereof and other extensions, as well as (mobile) applications of LinkPizza, including the system and the database with clients and statistics.
14. **Account:** the part of the Platform that is exclusively accessible to the Client by way of his e-mail address and password.
15. **Affiliate Program:** a Campaign made available to Publishers by an Advertiser or third party for Affiliate Sales via LinkPizza with the objective of selling products or services to consumers. Affiliate Programs are offered via Affiliate networks or directly via the Advertiser.
16. **Affiliate Sales:** the purchase by a consumer of a product or service via a link at a Publisher automated via an affiliate script.
17. **Intellectual Property Rights:** all rights of intellectual property and related rights, also including, though not limited to, copyrights, databank rights, domain names, trade name rights, brand rights, model rights, neighbouring rights, patent rights, as well as rights to know-how.
18. **Written:** communications in writing, communications by e-mail or by any other means of communication that considering the state of the art and commonly held opinion can be equated therewith.

ARTICLE 2. | GENERAL PROVISIONS

1. These terms and conditions are applicable to every Offer and to each adopted Agreement.
2. Any possible terms and conditions of the Client are not applicable to the Agreement.
3. What is established in these terms and conditions can exclusively be derogated from expressly and in Writing. If and to the extent what is established in these terms and conditions deviates from what Parties have agreed upon expressly and in Writing, what was established expressly and in Writing between Parties prevails.

4. The annulment or nullity of one or more of the provisions from these terms and conditions or the Agreement as such leaves unaffected the validity of the other clauses. In such case as may occur, Parties are obligated to enter into mutual consultations in order to make a substitute arrangement with respect to the impaired clause. The purpose and tenor of the original provision are thereby observed as much as possible.

ARTICLE 3. | OFFER AND ADOPTION OF THE AGREEMENT

1. Every Offer is non-committal, even if a term for acceptance is stated therein. LinkPizza cannot be obliged on the mere basis of the Offer to enter into an Agreement with the Client and therefore can always subject entry into an Agreement by the Client to special conditions, for example as regards the conditions that the Publisher or Advertiser must meet. LinkPizza can still revoke the Offer until immediately or rather as soon as possible after the acceptance thereof by the Client.
2. The Client cannot derive any rights from an Offer that contains an apparent mistake or error.
3. Each Agreement is adopted, without prejudice to what is established in section 1, at the moment that the Offer has been accepted by the Client in the manner that may have been indicated by LinkPizza. If the Agreement was adopted through electronic channels, LinkPizza will confirm the adoption, without prejudice to what is established in section 1, to the Client as soon as possible by e-mail.
4. If the Client concludes the Agreement on behalf of a different natural or legal person, the Client declares by entering into the Agreement to be authorised to do so. The Client is severally and jointly responsible, besides this (legal) person, for compliance with the obligations from that Agreement.

ARTICLE 4. | CONTENT OF THE AGREEMENT

1. Via the Platform, LinkPizza offers a marketplace to connect Advertisers and Publishers with the objective of bringing about Assignments between them for the promotion by the Publisher of products and/or services of Advertisers. LinkPizza in addition offers via the Platform Affiliate Programs with which affiliate scripts are placed in the content of a Publisher and on the basis of which Affiliate Sales are registered. LinkPizza also offers additional Services, such as the managing of Campaigns commissioned by and on behalf of Advertisers. An Agreement with a Client, however, is exclusively determined by the content of the Offer accepted by the Client and the present terms and conditions. If the Client requests LinkPizza to conduct performances that fall outside the content or scope of the Agreement, Parties will enter into consultations concerning and LinkPizza will issue an additional Offer for the purpose if they are willing to carry out these additional performances. Only if the Client has accepted this additional Offer, without prejudice to what is established in article 3.1, LinkPizza is obliged to conduct the relevant performances.
2. LinkPizza only offers Clients the facilities for the realisation of Assignments and Affiliate Sales and takes care of the processing of payments in the context of Assignments and the payout to Publishers of affiliate fees. If this has been expressly established with the Advertiser, LinkPizza also takes care of the management of Campaigns commissioned by and on behalf of Advertisers. It applies in all cases that LinkPizza is not a party to Assignments and Affiliate Sales. LinkPizza commits itself exclusively to the performances that are expressly stated in the Offer. The Client is responsible himself for the use of the functionalities of the Platform. Barring the cases in which LinkPizza has expressly established with the Advertiser that LinkPizza manages Campaigns by order and on behalf of Advertisers, Advertisers must organise Campaigns on the Platform themselves, Publishers must respond to them themselves by way of a Pitch, and Advertisers must themselves contact Publishers by way of a Pitch. In addition, the Publisher is responsible himself, if he makes use of an Affiliate Program, for the placement of affiliate links and the installation of affiliate scripts.
3. Arrangements in the context of Assignments, including the fee of the Publisher, must be made in mutual consultation between the Advertiser and the Publisher while making use of the functionalities of the Platform. During the duration of the Agreement and the 12 (Twelve) months following a termination of it, it is not permitted on the basis of information about Publishers and Advertisers obtained by way of the Platform, to exchange contact details and to make arrangements with Advertisers or Publishers respectively outside the Platform. This is therefore only permitted if both the Agreement between LinkPizza and the relevant Publisher and the Agreement between LinkPizza and the relevant Advertiser ended more than 12 months ago. In the event of a violation of this provision, this immediately constitutes grounds for dissolution of the Agreement in accordance with the provisions of Article 12. If an assignment is concluded between the Advertiser and Publisher outside the Platform while it is likely that this would not have happened had they not met via the Platform, LinkPizza is entitled to compensation of the damage they incur as a result, consisting of three times the fee that LinkPizza would have been entitled to if the assignment had been realised in a regular manner via the Platform, with a minimum of € 1000,-. The Advertiser and the Publisher are severally and jointly liable for the compensation of the damage referred to. LinkPizza reserves the right to set off any compensation against any outstanding claims of the Publisher and/or Advertiser against LinkPizza.

4. If an Assignment is concluded by way of the Platform, the Advertiser and the Publisher are mutually committed to the obligations that flow for them from the Assignment. In case of Assignments, LinkPizza is solely a party in the capacity of mediator and intermediary for the processing of payments. LinkPizza therefore does not accept any liability for errors and shortcomings of Advertisers and Publishers in the context of Assignments.
5. In the context of Assignments, the Advertiser owes the established price per post placed by the Publisher, as well as such monthly subscription costs as may have been established and the possible price for the additional Services that have expressly been established. The number of posts to be placed, the price that the Advertiser owes to LinkPizza for this, and the fee falling to the Publisher are expressly established.
6. Permanent placement of posts means that the placement of the post by the Publisher occurs for as long as this can reasonably be demanded of him. If the Publisher for whatever reason is unable to disclose the post anymore, the Advertiser cannot derive any rights therefrom.
7. In the context of Affiliate Programs that are placed on the Platform by the Advertiser, the Advertiser also owes a fee to LinkPizza. This fee may change from time to time. The fee applied at the time of an Affiliate Sale is binding.
8. LinkPizza invoices the Advertiser on account of an Assignment after the Assignment has been realised and periodically on account of an Affiliate Program placed by the Advertiser on the Platform. The payment of the relevant invoice must occur within 14 days after the invoice date. Only after LinkPizza has received the payment from the Advertiser, he will pay out the fee associated with it as established with the Publisher to the Publisher. Payout occurs monthly against the end of the calendar month.
9. In the context of Affiliate Programs that are offered via an Affiliate network, LinkPizza is completely dependent on the relevant Affiliate network. Only after the relevant Affiliate network has approved Affiliate Sales attributable to the Publisher and has proceeded with payout to LinkPizza, the Publisher is entitled to the affiliate fee. Payout occurs monthly against the end of the calendar month, under the proviso that affiliate fees will only be paid out to the Publisher after the threshold amount of € 25 has been reached.
10. For as long as LinkPizza has not received any fees from the Advertiser or the Affiliate network respectively, the Publisher is unable to claim any entitlement to payouts. LinkPizza exerts itself to collect the payments of Advertisers and Affiliate networks to the extent this can reasonably be demanded of them. If it turns out that a receivable in the opinion of LinkPizza is reasonably uncollectable, this risk falls to the Publisher. The Publisher has the right as from a period of 45 days after completion of the Assignment or 75 days after an Affiliate Sale to receive a Written statement from LinkPizza regarding the status of the collection measures taken by LinkPizza against an Advertiser, or to urge LinkPizza to do so.
11. If a Barter Deal is concluded between an Advertiser and Publisher with the result that the fee for the Publisher on account of the Assignment is paid in kind, LinkPizza only bills the commission on the amount of the Barter to the Advertiser. LinkPizza is not a party to Barter Deals either. LinkPizza therefore does not accept any liability for errors and shortcomings of Advertisers and Publishers in the context of Barter Deals and the soundness of the products and/or services delivered by the Advertiser to the Publisher on such account, also including non-compliance by the Publisher with his obligations from the Assignment that is related to the Barter Deal. The commission remains due as well if the Publisher or Advertiser falls short in complying with his obligations from the Assignment or the Barter Deal.
12. The Publisher bears sole responsibility for the declaration and payment of any possible income taxes and social security contributions that are due on the fees on account of Assignments, Affiliate Programs, and Barter Deals. In the context of Barter Deals, the Publisher bears sole responsibility for the provision of a correct invoice to the Advertiser. In the matter of the preceding in this section, LinkPizza does not accept any responsibility and liability and the Client indemnifies LinkPizza in the matter of all third-party claims.

ARTICLE 5. | OBLIGATIONS OF THE CLIENT IN GENERAL

The Client will provide LinkPizza with all assistance that is required and desirable to enable the correct and timely delivery of the Services. In particular, the Client will provide all information and grant the powers and authorisations for which LinkPizza indicates that they are necessary or of which the Client must reasonably understand that they are necessary for the provision of the Services.

ARTICLE 6. | CONDITIONS FOR EXECUTION OF CAMPAIGNS, PITCHES AND ORDERS

1. Campaigns must observe the following general rules:
 - a. Titles and texts may only be prepared in Dutch, English or a national language from the territory in which the Advertiser is established.
 - b. Each Campaign must, to the extent applicable, be placed in the most suitable category.
 - c. Rules regarding content:
 - i. The title, text, and the briefing of a Campaign, a Pitch, or the content that is effectively published under an Assignment may not be misleading, imprecise, or incorrect.

- ii. It is not permitted to offer or present certain legal rights as an additional service, for example by asking a fee for it or by respecting it solely against a fee.
 - iii. A Campaign or any content that flows from an Assignment may under no circumstance contain any discriminatory, pornographic, offensive, or threatening or incendiary content. Nor may the content contain any political messages and personal data of third parties or be in conflict with public order or common decency.
 - iv. It is not permitted to offer products that are illegal or unlawful or the trading of which is prohibited. It is not permitted either to offer services the implementation of which is illegal or unlawful.
 - v. It is not permitted to include content in the preparation for a Campaign, the creation of a Pitch, or the implementation of an Assignment in a manner that violates Intellectual Property Rights. This regards content, for example, that:
 - I. Violates copyrights, such as copyrights on software or music, or on a painting or a picture that was made by someone else without the permission of this person;
 - II. Violates brand rights, such as a garment with the logo of someone else that was posted with the latter's permission;
 - III. Violates model rights, such as a bag that was forged without the permission of the holder of the model rights.
 - vi. It is not permitted to include a disclaimer in a Campaign, in a Pitch, or in the content for an Assignment regarding the authenticity of the product or the service that is offered or promoted.
 - vii. Advertisers must verify that the products or services they offer are authentic and may effectively be traded before creating a Campaign for such.
- d. Both Advertiser and Publishers must always subject matters to close scrutiny when preparing a Campaign, when making a Pitch, and implementing an Assignment. Advertisers and Publishers are supposed to be familiar with legislation and regulations in the field of the relevant product or service themselves. LinkPizza recommends the Client in case of doubt to obtain further information or advice, for example on the website of the relevant oversight agency or the advertising board 'Reclame Code Commissie'. The list with suspect or prohibited products or services contains suggestions in the matter as well.
2. It has been established between LinkPizza and the Advertiser that LinkPizza manages Campaigns of the Advertiser, this occurs on behalf of and under the responsibility of the Advertiser. In such case, the Advertiser is also responsible for complying with the provisions in the previous section and he safeguards LinkPizza against any claims by third parties in the matter.
3. If the Advertiser has agreed with a Publisher that the Publisher produces content intended for use by the Advertiser on its own website and/or social media channels, also known as User Generated Content (UGC), the Advertiser is only permitted to use content for the purposes expressly agreed in Writing with the Publisher and with due observance of any other expressly agreed In Writing agreements with the Publisher. If a particular use of UGC has not been expressly agreed to in Writing with the Publisher, the Advertiser's use of the content for those purposes is not permitted.
4. It is not permitted to provide login data for access to the Platform to third parties. It is therefore not permitted to use login data of third parties to place Campaigns, to make Pitches, or to carry out an Assignment.

ARTICLE 7. | DURATION OF THE AGREEMENT

1. Unless a minimum term has expressly been established or it flows from the nature and/or tenor of the Services that the relevant Agreement ends through completion of the Services, the Agreement is adopted for an indefinite time. The (in)definite term commences on the day of adoption of the Agreement.
2. If the Agreement was adopted for a fixed term, the Agreement is extended by an indefinite time after expiry of this fixed term, unless the Agreement was timely cancelled in accordance with the previous section.
3. An Agreement that was adopted for a fixed or indefinite term ends through cancellation, though no sooner than the moment that such minimum duration as may have been established has expired. Cancellation occurs against the end of the current calendar month in which notice is given, with due regard for a notice period of 10 days.

ARTICLE 8. | FURTHER PRICE AND PAYMENT CONDITIONS

1. All prices listed by LinkPizza are in Euros and exclusive of VAT and other levies that are imposed by the authorities, unless it is stated differently on the Platform or in the Offer.
2. Complaints, non-performance, or a dispute of any nature whatsoever between an Advertiser and a Publisher do not affect the payment obligation of the Advertiser towards LinkPizza.
3. If a prepayment budget has been agreed between LinkPizza and the Advertiser, this budget must be used up within 18 months after payment of the budget, failing which the remainder will lapse and will not be refunded.

4. In case timely payment by the Advertiser fails to occur, the default of the Advertiser enters into effect legally. As from the day that the default becomes effective, the Advertiser owes the statutory commercial interest that is effective at such time on the outstanding amount. Non-timely payment after a Written default notice by LinkPizza in addition justifies an appeal to what is established in article 12.
5. All reasonable costs, such as legal, extra-judicial, and enforcement costs, incurred to obtain the amounts owed by the Advertiser, are borne by the Advertiser, also including the costs of lawyers, legal experts, bailiffs, and collection agencies.
6. If the Advertiser liquidates or terminates his enterprise otherwise than through reconstruction or the merging with another enterprise, he is in a state of bankruptcy, he has filed for the (provisional) suspension of payments, any attachment has been levied on his assets, or in cases in which the Advertiser is otherwise unable to freely dispose of his assets, the claims on the Advertiser become instantly payable.

ARTICLE 9. | FURTHER USER CONDITIONS

1. The Client must shield access to the Account by way of the username, the password, and possibly a second authentication factor from unauthorised parties. This also applies for such (API-)key(s) as may have been provided. LinkPizza may assume that anything that occurs from the Account after registration occurs under the direction, supervision, and liability of the Client. In case of the suspicion of the abuse of login data, Client must inform LinkPizza without delay and if possible the Client must change the login data as soon as possible.
2. The Client is not allowed to use the Platform in such a way that he falsely impersonates another person.
3. It is prohibited to use automated systems or software to extract data from the Platform for commercial purposes ("scraping") and to use the Services for actions that are in conflict with the applicable legislation and regulations or to reverse-engineer or decompile Services, or to attempt to uncover the source code in a different manner. If LinkPizza concludes that Client violates these conditions, whether or not on the basis of a complaint received concerning, LinkPizza has the right to rescind the Agreement with immediate effect and to bill the damage that LinkPizza incurs as a result of the violation (also including lost income) to the Client. In addition, the Client must cease any further violation with immediate effect.
4. LinkPizza has the right at all times, if this is necessary in the opinion of LinkPizza, to remove content and advertising and to deactivate API-key(s) and to render the Services inaccessible.
5. LinkPizza is not responsible for any content that is created by Client and is processed in the Service or the implementation of any Assignment or Affiliate Sale flowing therefrom.
6. Client is obligated to communicate the obligations in these terms and conditions regarding the use of the Service and the Account to and impose such on any possible third parties that obtain access to the Services via Client.

ARTICLE 10. | AVAILABILITY

1. LinkPizza does its utmost to keep the Services optimally available but does not provide any guarantees in the matter. If the Client requires farther-reaching guarantees, Parties can mutually consult in order to reach a service level agreement.
2. LinkPizza actively maintains the Services and regularly implements updates. If maintenance or updates are expected to lead to a restriction of availability, LinkPizza will try to carry this out at night (between 1:00 AM and 7:00 AM CET). Such activities are announced beforehand as much as possible. Activities in connection with calamities may occur at any time and are not announced beforehand.
3. LinkPizza exerts itself to provide the Services with an appropriate level of security and to protect the Services against abuse and the unauthorised access to data of Client.
4. LinkPizza can add changes and new functionalities to the Services. Parties can consult regarding such modifications beforehand and Client may make suggestions, but the final decision regarding the implementation of modifications or not is taken by LinkPizza.

ARTICLE 11. | FORCE MAJEURE

1. LinkPizza cannot be compelled to comply with any obligation from the Agreement if compliance is prevented as a result of force majeure.
2. Force majeure pertains in any event in case of power malfunctions, malfunctions of the internet, malfunctions in the telecom infrastructure, network attacks (including (d)dos attacks), attacks with malware or other malevolent software, stagnation in supplies, and the event that LinkPizza is not enabled by its suppliers, regardless of the reason why, to comply.
3. If a situation of force majeure has lasted for more than 30 days, both Parties have the right to cancel the Agreement in Writing with immediate effect. The Services that have been provided in such case by LinkPizza before the situation of force majeure arose and during the situation of force majeure will be settled proportionally.

4. LinkPizza is not liable for any damage that is the result of force majeure.

ARTICLE 12. | SUSPENSION AND RESCISSION

1. If the circumstances of the case justify this, LinkPizza is authorised to suspend the implementation of the Agreement or to rescind the Agreement completely or in part with immediate effect, if and to the extent the Client does not, does not timely, or does not fully comply with his obligations from the Agreement (including what is established in the present terms and conditions), or if circumstances that have come to the knowledge of LinkPizza after conclusion of the Agreement provide legitimate grounds to fear that the Client will not fulfil his obligations. If compliance with the obligations of the Client with respect to which he falls short or threatens to fall short is not permanently impossible, the authority to rescind only arises after the default of the Client has been declared in Writing by LinkPizza, in which default notice a reasonable term is stated within which the Client can fulfil his obligations (still) and compliance has still failed to occur after expiry of the latter term.
2. If in the opinion of LinkPizza hindrance, damage, or a different peril arises for the functioning of the computer systems or the network of LinkPizza or third parties and/or of the Services, LinkPizza has the right to take all measures he deems reasonably required to avert or prevent this danger. These measures may include, for example, the suspension of the Services and/or the total or partial rescission of the Agreement.
3. If the Client liquidates or terminated his enterprise otherwise than by way of reconstruction or the merging with another enterprise, is in a state of bankruptcy, has applied for (provisional) suspension of payments, any attachment has been levied on his assets, or in cases in which the Client is otherwise unable to freely dispose of his assets, LinkPizza has the right to rescind the Agreement completely or in part with immediate effect.
4. The Client is never entitled to any form of compensation of damages in connection with the right of suspension or rescission exercised by LinkPizza on grounds of this article.
5. If the circumstance that constituted grounds for the suspension or rescission can be attributed to the Client, the Client is obliged to compensate the damage that LinkPizza incurs as a consequence of the suspension or rescission of the Agreement to LinkPizza.
6. Upon the rescission of the Agreement, all Assignments and Affiliate Sales that were realised until the moment of rescission with legal validity and that meet what is established in the present terms and conditions are processed in a regular manner. If an Agreement with an Advertiser or Publisher respectively is rescinded, LinkPizza is not liable towards the Publisher or Advertiser respectively for the damage that flows therefrom for the Publisher or Advertiser respectively.
7. If LinkPizza rescinds the Agreement on grounds of this article, all claims on the Client become instantly payable.

ARTICLE 13. | LIABILITY AND INDEMNIFICATION

1. LinkPizza can never guarantee whether and to what extent the Client will find Publishers or Advertisers respectively suitable for him by way of the Platform. LinkPizza does not accept any liability in the matter.
2. LinkPizza exerts itself to optimise the correct functioning and the reachability of the Platform. LinkPizza is unable to guarantee, however, that the Platform is available without limitations and that all facilities of the Platform will constantly function without issues. Any liability of LinkPizza in the matter is excluded.
3. Advertisers and Publishers must conduct sufficient investigations themselves and have themselves informed sufficiently before making a Pitch, entering into an Assignment, or placing an affiliate script. LinkPizza does not carry out any controls over the content of what is offered or proposed, also including, though not limited to, title, content, links, safety, lawfulness, correctness, authority of Advertisers to offer or sell products and/or the authority of Publishers to pitch and/or publish content or to mediate on an Affiliate Sale. LinkPizza does not accept any liability in the matter.
4. The Client safeguards LinkPizza against any possible claims by third parties that incur damage in connection with the implementation of the Agreement and the cause of which is attributable to the Client. If LinkPizza were to be addressed on such account by third parties, the Client is obliged to assist LinkPizza both extra-judicially and judicially and to do everything without delay that may reasonably be expected of him in such case. Were the Client to remain in default with regard to the taking of adequate measures, then LinkPizza has the right, without any default notice, to proceed to do so itself. All costs and damages on the part of LinkPizza and/or third parties as a result are at the integral risk and expense of the Client.
5. LinkPizza is not liable under any circumstance for the compensation of indirect damage or consequential damage, such as damage due to lost turnover or profit, delay damage, damage on account of the loss of data, damage as a result of a conflict between a Publisher and an Advertiser, damage flowing from published content regarding a Campaign, Pitch, Assignment, Affiliate Program or Affiliate Sale, damage on account of the overrunning of terms as a consequence of changed circumstances, damage due to incorrect data in the Service, damage as a result of the rendering of inadequate assistance, information or materials provided by Client, and damage on account of

information or advice provided by LinkPizza the substance of which is not expressly a part of the Agreement. Not included in indirect damage or consequential damage, but solely considered direct damage is:

- the reasonable costs to determine the cause and scope of the damage, to the extent the determination regards damage that in the sense of these terms and conditions is eligible for compensation;
 - such reasonable costs as may have been incurred to render the defective performance of LinkPizza correspondent with the Agreement, to the degree these can be attributed to LinkPizza;
 - reasonable costs incurred to prevent or mitigate damage, to the extent the Client proves that these costs have led to the limitation of the direct damage in the sense of these terms and conditions.
6. The liability of LinkPizza on account of an attributable shortcoming in the fulfilment of the Services only arises if Client declares the default of LinkPizza within 30 days in Writing, thereby setting a reasonable term to resolve the shortcoming, and LinkPizza continues to fall culpably short in complying with its obligations after this term as well. The default notice must contain a description of the shortcoming with the greatest possible detail, so that LinkPizza is able to respond adequately.
 7. The liability of LinkPizza is limited to at most the still properly providing of the Services. If such restoral is not possible, the liability of LinkPizza is limited to the amount that in the relevant case, on grounds of the liability insurance taken out by LinkPizza, is effectively disbursed, increased by the possible deductible of LinkPizza that is applied pursuant to this insurance.
 8. The limitation of liability as intended in the previous sections of the underlying article lapses if and to the extent the damage is the result of the wilful intent or deliberate recklessness of LinkPizza or its managing staff.

ARTICLE 14. | SUPPORT

1. LinkPizza will offer a reasonable level of support to the Client with regard to questions about the use and management of the Service, as well as technical issues that are related thereto.
2. LinkPizza provides general information about the Services via the Platform in the form of Frequently Asked Questions (FAQ) and additional support documentation. If these sources do not provide an answer to the question of the Client, the Client can contact the help desk of LinkPizza. The contact details are listed on the Platform.
3. The support as described in this article is offered via a help desk that can be reached during office hours (Mondays to Fridays between 9:00 AM and 5:00 PM CET).
4. LinkPizza strives to take help desk requests under advisement within 24 hours. The time required to resolve reports may vary.

ARTICLE 15. | COMPLAINTS MECHANISM

1. LinkPizza handles complaints in accordance with the complains procedure described in this article.
2. In case of complaints and potential disputes with a Publisher or Advertiser, the Client must first of all address LinkPizza. Because LinkPizza is not a party to Assignments and Affiliate Sales, LinkPizza reserves itself the right at all times to refer the Client to the relevant counterparty of the Client, after which the Client should resolve the dispute with this counterparty himself.
3. Complaints must be submitted to LinkPizza within a reasonable term, though at the latest within 14 days after Client has identified the defects, including a full and clear description.
4. Complaints submitted to LinkPizza are answered within a 14-day term from the date of receipt. If a complaint requires a foreseeably longer processing period, within the 14-day term an answer is provided by LinkPizza by way of a confirmation of receipt and an indication of when Client can expect a more elaborate answer.
5. A complaint does not suspend the (payment) obligations of Advertisers, unless LinkPizza indicates otherwise in Writing.

ARTICLE 16. | INTELLECTUAL PROPERTY

1. The Client acquires with respect to the Services a non-exclusive and non-transferable right to use the Service, as established, for the duration of the Agreement.
2. LinkPizza may deploy the information they receive from a Client through the provision of the Services, or a Pitch, Assignment, or Affiliate Sale resulting therefrom, for reporting, benchmarks, statistical and analytical purposes, including future aspects thereof.
3. The Client grants LinkPizza a non-exclusive and non-transferable right to use content flowing from an Assignment for the promotion of the Platform and the Services.
4. If the Client sends information to LinkPizza, such as feedback about an error or a suggestion for improvement, the Client grants LinkPizza an unlimited and perpetual license to use such information for the Platform.
5. It is not permitted to the Client to publish or disclose the data flowing from the Services through other channels or in different places than his own channels, as was submitted by the Client in his Account. If unauthorised use is identified,

LinkPizza has the right to suspend the Services and LinkPizza can take technical measures to terminate such unauthorised use of the Services.

ARTICLE 17. | FINAL PROVISIONS

1. The version of any (electronic) communication or information received or stored by LinkPizza counts as authentic, barring proof to the contrary to be presented by the Client.
2. LinkPizza has the right to modify these terms and conditions. In such case as may occur, the Client will be informed accordingly. If Client does not wish to accept the modifications, Client can object to them in a motivated fashion within 14 days after announcement, after LinkPizza will reconsider the modification or addition. If LinkPizza decides to maintain the modification or addition, Client can cancel the Agreement in Writing against, and at the latest on, the date on which the modification becomes effective. The procedure described in this section does not apply for changes of minor importance or changes that are necessary due to new or amended legislation. Such changes may be implemented by LinkPizza without prior announcement, without the Client having the option to cancel the Agreement.
3. LinkPizza has the right at all times to transfer his rights and obligations from the Agreement to a third party.
4. To each Agreement and all legal relations flowing therefrom between Parties, Netherlands Law is exclusively applicable.
5. Parties will not appeal to the court of law until after they have exerted themselves optimally to resolve the dispute in mutual consultation.
6. Exclusively the competent court of law within the district of Amsterdam is designated in the first instance to hear any possible legal disputes between Parties, without prejudice to the right of LinkPizza to designate a different court that is competent according to the law. A Client, a natural person who is not acting from the exercise of a profession or business in the context of the Agreement nevertheless has the right to choose the court competent according to the law within one month after LinkPizza has announced in Writing he wishes to litigate before the court designated by him.
7. These terms and conditions have been deposited with the Chamber of Commerce in Amsterdam.