

GENERAL CONDITIONS LINKPIZZA

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Article 1. | Definitions

In these general terms and conditions, the following terms are used in the following meanings, unless the nature and/or scope of the provision dictates otherwise.

1. **LinkPizza:** This refers to the user of these general terms and conditions. It is part of the private company Kizitos, located at Panamalaan 3 F, 1019 AS in Amsterdam, and registered in the Trade Register under Chamber of Commerce number 56749139.
2. **Advertiser:** An advertiser is a company or person who acts in the exercise of a profession or business, and who enters into or wants to enter into an agreement with LinkPizza. This advertiser uses or wants to use the platform to offer campaigns.
3. **Publisher:** A publisher can be a natural person or a legal entity that has or wants to enter into an agreement with LinkPizza. A publisher uses the platform to post content or affiliate links on one or more (public) channels or accounts on social media platforms. A publisher is, for example, an influencer, blogger, vlogger, or operator of a website. 'Publisher' also includes an affiliate (Definitions 5).
4. **Creator:** A creator creates content for advertisers, also known as User Generated Content (UGC). This content is used by the advertiser on its own channels and/or platforms, unless the creator is also regarded as a publisher with regard to this content and therefore places the intended content on one or more (public) own channels or accounts on social media platforms. In that case he is the publisher in that respect. The conditions for the use of the intended content are laid down in the assignment between the creator and the advertiser.
5. **Affiliate:** An affiliate is a specific variant of a "publisher" who uses affiliate links via the LinkPizza platform to promote advertisers' products or services. An affiliate earns a commission based on sales, leads, or other agreed-upon performance generated, with the affiliate links placed on proprietary online channels, such as websites, blogs, social media, or other approved digital platforms.
6. **Customer:** The customer is any natural or legal person with whom LinkPizza has concluded or intends to conclude an agreement. This can be an advertiser, publisher or creator.
7. **Parties:** This refers to LinkPizza and the customer jointly.
8. **Offer:** This refers to any (online) proposal that LinkPizza makes to the customer to provide certain services.
9. **Agreement:** This concerns any agreement concluded between the parties in which LinkPizza undertakes to provide services to the customer.
10. **Services:** Services include all tasks that LinkPizza performs under the agreement, such as offering functionalities on the platform and handling payments for assignments and affiliate programs.
11. **Campaign:** A campaign is a marketing campaign for content or affiliate marketing in which an

advertiser promotes products and/or services for a specific target group, for which creators or publishers are paid.

12. **Assignment:** An assignment is an agreement between a creator and an advertiser that results from a pitch. This concerns an agreed fee for the creation of content by the creator, and if the creator is also a publisher in that context, for promoting the content.
13. **Pitch:** A pitch is a proposal for collaboration from a creator to an advertiser, or vice versa, in which they want to create content and possibly have it published by the creator (making the creator also a publisher) and the associated compensation for the creator/publisher is discussed.
14. **Barter:** This concerns the value of the product and/or service provided by the advertiser to the creator or publisher. This value is equal to what a consumer would normally pay.
15. **Platform:** The platform refers to linkpizza.com and all subdomains, extensions and (mobile) applications of LinkPizza, including the systems and database with customer information and statistics.
16. **Account:** This is the part of the platform that is only accessible to the customer via a combination of email address and password.
17. **Affiliate-program:** This refers to a program where advertisers or third parties make products or services available to affiliates to promote through LinkPizza. The goal is to generate sales through these programs through an automated or regular affiliate link placed by the affiliate.
18. **Affiliate Selling:** This refers to a purchase of a product and/or service by a consumer through an automated or regular affiliate link placed by an affiliate.
19. **Intellectual Property Rights:** This includes all intellectual property rights and related rights, such as copyrights, database rights, domain names, trade names, trademark rights, design rights, neighboring rights and patent rights.
20. **Written:** "In writing" is understood to mean: communication by letter, e-mail or any other form of communication that, given the state of the art and prevailing social views, can be equated with this.

Article 2. | General provisions

2.1 Applicability of these general terms and conditions

These general terms and conditions apply to every offer from LinkPizza and to every agreement concluded between parties (LinkPizza or the creator, publisher or advertiser).

2.2 Exclusion of the customer's general terms and conditions

Any general terms and conditions of the customer do not apply to the agreement.

2.3 Deviation from these general terms and conditions

Deviation from these general terms and conditions is only possible if this has been expressly agreed in writing between the parties. In that case, the written agreements between the parties take precedence over these conditions.

2.4 Validity in case of invalid or void provisions

If one or more provisions of these general terms and conditions or the agreement prove to be invalid or void, the other provisions will remain in full force. In that case, the parties will consult to agree on a replacement provision that is as close as possible to the purpose and scope of the original provision.

Article 3. | Offer and conclusion of the agreement

3.1 Non-binding offer

Every offer that LinkPizza makes is without obligation, even if a term of acceptance has been stated. LinkPizza is not obliged to enter into an agreement solely based on the offer. LinkPizza may at any time impose additional conditions on the customer (creator, publisher or advertiser) before concluding an agreement, for example on the requirements that a creator, publisher or advertiser must meet.

3.2 Errors in the offer

If an offer contains a clear error or mistake, the customer cannot derive any rights from this. This means that LinkPizza cannot be held responsible for such errors.

3.3 Conclusion of the agreement

The agreement is concluded as soon as the customer has accepted the offer in the manner indicated by LinkPizza, unless LinkPizza withdraws the offer in a timely manner (see 3.1). If the agreement is concluded electronically, LinkPizza will confirm this by e-mail as soon as possible.

3.4 Representation of Third Parties

If the customer concludes the agreement on behalf of another person or legal entity, the customer declares that he is authorized to conclude this agreement on behalf of that other person. In that case, the customer is jointly and severally liable for fulfilling the obligations under the agreement, in addition to the (legal) person on behalf of whom the customer acts.

Article 4. | Contents of the agreement

4.1 Marketplace for advertisers, creators and publishers

Through its platform, LinkPizza offers a marketplace where advertisers on the one hand and publishers and creators on the other can find each other. The goal is to create assignments where creators create content for advertisers and publishers promote advertisers' products or services. In this context, LinkPizza also offers affiliate programs, where affiliate scripts are placed in affiliate content to register affiliate sales. In addition, LinkPizza can provide additional services at the request of advertisers, such as managing campaigns. The content of the agreement between the parties is determined by the LinkPizza offer accepted by the customer and these general terms and conditions.

4.2 Settlement of payments and disbursements

LinkPizza takes care of the settlement of payments for assignments and the payment of affiliate fees to affiliates. If this has been expressly agreed with the advertiser, LinkPizza also manages the campaigns on behalf of the advertiser. In all cases, LinkPizza is only a party to mediating assignments and affiliate sales and is not itself involved in these collaborations. The customer remains responsible for the use of the platform, unless expressly agreed otherwise in writing.

4.3 Agreements between advertiser and creator and/or publisher

Advertisers, on one side, and publishers and creators, on the other, make agreements regarding assignments and affiliate collaborations, including the compensation for the creator/publisher, through the platform's functionalities. It is prohibited for creators, publishers, or advertisers to use information obtained via the platform, such as the performance of advertisers, creators, and/or publishers, to arrange agreements with

each other outside of the platform or to initiate a direct or indirect affiliate partnership with each other or through another affiliate network based on that information.

In the case of content assignments, this prohibition applies for a period of 12 months after the end of the assignment between the advertiser and the creator or publisher. For affiliates, this restriction applies for a period of 12 months after the termination of the agreement between the affiliate and LinkPizza. This means that affiliates are not permitted to use affiliate links from other networks or advertisers with whom they have connected through LinkPizza outside of the platform, in order to work with that advertiser directly or indirectly through another (e.g., personal) affiliate account, unless it goes through the LinkPizza platform.

In case of a breach, LinkPizza may immediately and partially or fully terminate the agreement and demand damages amounting to three times the fee that LinkPizza would have received if the collaboration had taken place via the platform, with a minimum of €1,000. If this leads to a higher compensation, LinkPizza may, instead of the stated “three times the fee,” charge the revenue lost by LinkPizza due to the breach for a period of 12 months or as long as the affiliate maintains an account on the platform.

4.4 Responsibilities for assignments

When an assignment is placed via the platform, the advertiser on the one hand and the creator or publisher on the other are responsible for complying with their obligations under that assignment. LinkPizza is only a mediator and intermediary for payments and cannot be held liable for errors or omissions of advertisers, creators and publishers.

4.5 Price agreements and compensation

The advertiser is obliged to pay the agreed price for content created by the creator and/or content posted and/or the performance of the content by the publisher, as well as any monthly subscription costs and additional services. The number of content items to be posted, the price owed to LinkPizza, and the compensation that the creator or publisher receives are explicitly agreed.

4.6 Permanent Posting of Content

If an assignment requires permanent placement of content, the publisher must leave the content as long as this can reasonably be expected of him. If the publisher removes the content for whatever reason, the advertiser cannot derive any rights from this.

4.7 Affiliate Program Fees

The advertiser is obliged to pay a fee for affiliate programs placed via the platform. This fee may be adjusted from time to time. The compensation applicable at the time of the affiliate sale is binding.

4.8 Billing and Payout & Reliance on Affiliate Networks

LinkPizza invoices the advertiser after an assignment has been placed and periodically receives payouts from affiliate networks for affiliate performance. Payment must be made within 14 days of the invoice date. LinkPizza pays creators and publishers once payment is received from the advertiser or affiliate network. Payouts to creators and publishers are made monthly around the end of the month. For affiliate programs offered through an affiliate network, LinkPizza is subject to approval and payment by that network. Affiliates are only entitled to payment after the affiliate network has approved the sale and payment has been made to LinkPizza.

4.9 Reimbursements and Expiration

Payouts to creators and publishers are made monthly, with the condition that the minimum amount of € 25 must be reached. Reimbursements (content or affiliate) that have been outstanding for more than 24 months without the payment threshold being met, or due to incorrect payment details, incomplete information or an incorrectly entered bank account, will be completely canceled in favor of LinkPizza. This also applies if an account is closed before the threshold is reached.

4.10 Provision of contact information for barter and product shipping

Advertisers are permitted to provide creator or publisher contact information, such as a delivery address, to third parties when this is necessary to ship products or barter. This is done solely for the purpose of enabling the creator to use the product or service to carry out the assignment or promotion. This data may not be used for other purposes and must be treated confidentially in accordance with applicable privacy legislation.

4.11 Costs of products or barter

If the creator or publisher receives products or barter, the costs may be charged to the creator or publisher. These costs can also be offset against the amounts to be reimbursed to the creator or publisher.

Article 5. | Customer obligations in general

5.1 Provide cooperation

The customer (advertiser, creator or publisher) is obliged to provide all cooperation necessary to enable LinkPizza to deliver its services correctly and on time. This means that the customer provides timely all necessary data and access to systems required to provide the services.

5.2 Providing correct information

The customer must provide the data and grant powers and authorizations that LinkPizza indicates are necessary, or that the customer can reasonably understand are essential for the performance of the services. If the customer does not comply with these obligations in a timely or correct manner, this may lead to delays or inability to provide the services, for which the customer may be held liable.

5.3 Costs for Incorrect Payment or Billing Information

If the customer provides incorrect or incomplete payment or billing information, causing LinkPizza to take additional actions to retrieve the correct data, LinkPizza is entitled to charge an administrative fee of € 75.

These costs will be:

- Added to the next invoice if the customer is an advertiser.
- Deducted from the next payout if the customer is a publisher or creator.

LinkPizza reserves the right to suspend payment processing until the correct information has been provided.

Article 6. | Conditions for the execution of campaigns, pitches and assignments

6.1 General rules for campaigns

The campaigns that advertisers place must comply with the following general rules:

- Titles and texts of campaigns may only be drawn up in Dutch, English or another official language of the country in which the advertiser is located.
- Each campaign should be placed in the most appropriate category on the platform.

6.2 Content requirements of campaigns, pitches and content

The content of campaigns, pitches or content published within an assignment must meet the following conditions:

- The title, text and briefing must not be misleading, inaccurate or incorrect.
- It is not permitted to offer or present legal rights as an additional service, for example by charging a fee for this.

- Campaigns, pitches or content may not contain discriminatory, pornographic, abusive, threatening or inflammatory content. Also, no political messages, personal data of third parties, or content that is contrary to public order or good morals may be included.
- It is not permitted to offer illegal or prohibited products and/or services, nor products and/or services whose delivery or performance is unlawful.
- The content may not infringe intellectual property rights, such as copyright, trademark rights or design rights.

6.3 Responsibility for Intellectual Property Rights

The customer is responsible for checking all content used in campaigns, pitches or assignments to ensure that it does not infringe any intellectual property rights of LinkPizza or third parties. For example: the use of music, software, photos or brands without permission is not permitted.

6.4 User Generated Content (UGC)

If a creator creates content (UGC) for an advertiser, the advertiser may only use this content on/for the channels and purposes expressly agreed in writing. The use of this content outside the agreed channels or purposes is not permitted without the creator's prior written permission.

6.5 Use of login details

The customer is not permitted to provide login details for access to the platform to third parties or use login details of others to place campaigns, make pitches or carry out assignments.

6.6 Laws and regulations

Customers are responsible for complying with applicable laws and regulations for the products and services they offer or promote. LinkPizza advises the customer, if in doubt, to seek advice from relevant supervisory bodies, such as the Advertising Code Committee.

6.7 Use of affiliate scripts

Affiliates may not modify or modify the affiliate script provided by LinkPizza. You are only permitted to use the script as provided through the LinkPizza platform. Any form of adjustment, modification or manipulation of the script by the affiliate may lead to suspension of the services or full or partial termination of the agreement by LinkPizza. Article 4.3 may also apply to these situations.

Article 7. | Duration of the agreement

7.1 Duration of the agreement

Unless expressly agreed otherwise (such as a minimum fixed term) or if the nature of the services dictates otherwise, the agreement between the parties is entered into for an indefinite period. The term starts on the day the agreement is concluded.

7.2 Tacit extension

If the agreement has been entered into for a specific term, it will automatically be extended for an indefinite period after the term has expired, unless the agreement is terminated in a timely manner, as described in the next section.

7.3 Termination of the agreement

An agreement, whether for a definite or indefinite period, can be terminated by either party. However, this is only possible after expiry of any agreed minimum fixed term. The cancellation must be made in the platform, and the customer is responsible for ending any active subscription in their customer portal, towards the end of the current calendar month, taking into account a notice period of 10 days. If there are still ongoing assignments, the obligations of the advertiser on the one hand and publisher or creator on the other must first be fulfilled before the agreement with LinkPizza ends.

7.4 End of agreement due to prolonged failure to log in

LinkPizza is entitled to terminate the agreement if the customer has not logged in to the platform or has otherwise not actively used the platform for a period of at least 18 months. In that case, any outstanding credits will be completely canceled in favor of LinkPizza.

Article 8. | Further price and payment terms

8.1 Prices and VAT

All amounts owed by the customer by LinkPizza are in euros and exclusive of VAT and any other levies imposed by the government, unless stated otherwise on the platform or in the offer.

8.2 Payment obligation in case of disputes

A dispute or complaint between an advertiser on the one hand and a publisher or creator on the other does not affect the advertiser's payment obligation towards LinkPizza. This means that the advertiser must continue to make payments to LinkPizza, even if there is a conflict about the execution of an assignment.

8.3 Prepayment-budget

If a prepayment budget has been agreed between LinkPizza and the advertiser, this budget must be fully used within 18 months after payment. After this period, the remaining amount will expire and no refund will be made.

8.4 Consequences of late payment

If an advertiser does not pay on time, default will automatically occur without the need for notice of default. From the day the default occurs, the advertiser owes statutory commercial interest on the outstanding amount. In addition, LinkPizza may, after written notice of default, take measures such as suspending the service.

8.5 Collection costs

All reasonable costs that LinkPizza must incur to collect the amounts owed by the advertiser will be borne by the advertiser. This includes judicial costs, extrajudicial collection costs and other costs such as lawyers, bailiffs and collection agencies.

8.6 Payability of claims in the event of insolvency

If the advertiser liquidates its company, files for bankruptcy, applies for a suspension of payments, or if its property is seized, all claims of LinkPizza become immediately due and payable.

Article 9. | Further terms of use

9.1 Account security

Customer is responsible for securing access to the account through a username, password, and, if applicable, a second authentication factor. This also applies to provided API keys. All activities that occur from the account are the responsibility of the customer. If there is any suspicion of abuse, the customer must immediately report this to LinkPizza and, if possible, change the login details.

9.2 Unauthorized Use

The customer is not permitted to pretend to be someone else on the platform. It is also prohibited to use the services for actions that are contrary to laws and regulations, such as attempting to discover source codes (reverse engineering).

9.3 Prohibition of automated data extraction

It is not permitted to use automated systems or software to collect data from the Platform for commercial purposes, an act known as "scraping". If LinkPizza finds that these rules are being violated, it may terminate the agreement with immediate effect and hold the customer liable for all damages suffered, including lost income.

9.4 Removal of content by LinkPizza

LinkPizza reserves the right to remove content or advertising and disable API keys if it deems this necessary. LinkPizza may also make the Services temporarily or permanently inaccessible if deemed necessary.

9.5 Responsibility for Content

LinkPizza is not responsible for the content posted by the customer on the platform or for the fulfillment of any assignment or affiliate sale resulting from that content. The customer remains fully responsible for the content shared via the platform.

9.6 Sharing responsibilities with third parties

If the customer gives third parties access to LinkPizza's services through his account, the customer is obliged to inform these third parties of, and to have them comply with, the obligations in these general terms and conditions.

Article 10. | Availability of the services

10.1 Optimal availability

LinkPizza makes every effort to make the services available as best as possible. However, LinkPizza cannot guarantee that the platform will always be available without interruption. If the customer requires further guarantees about the availability of the services, a service level agreement (SLA) can be drawn up in consultation.

10.2 Maintenance and updates

LinkPizza performs regular maintenance and updates to ensure the quality and security of the services. If maintenance or updates cause availability to be temporarily limited, this maintenance will be announced in advance, except in emergencies.

10.3 Security

LinkPizza is committed to providing the services with an appropriate level of security. This means that LinkPizza takes precautions to protect the services against misuse and unauthorized access to customer data.

10.4 Changes and new functionalities

LinkPizza may make changes to the services or add new features at any time. Before major changes are implemented, consultations can take place between the parties, during which the customer can make suggestions. However, the final decision on the changes remains with LinkPizza.

Article 11. | Force majeure

11.1 No liability in case of force majeure

LinkPizza is not obliged to fulfill obligations if it is prevented from doing so by a force majeure situation. Force majeure means that there are circumstances beyond the will or control of LinkPizza, which make it impossible to provide the services as agreed.

11.2 Examples of force majeure

In any case, force majeure exists in the following situations:

- Power outages or internet disruptions;
- Disruptions in the telecommunications infrastructure;
- Network attacks, such as (D)DoS attacks;
- Attacks by malware or other malicious software;
- Supply chain disruptions;
- When LinkPizza is not enabled to fulfill its obligations by its suppliers or third parties.

11.3 Termination in the event of long-term force majeure

If a force majeure situation continues for more than 30 days, both LinkPizza and the customer have the right to terminate the agreement in writing with immediate effect. In that case, the services provided up to the time of force majeure will be charged proportionately.

11.4 No liability for damage

LinkPizza is not liable for damage resulting from a situation of force majeure. This means that the customer is not entitled to any form of compensation if the services cannot be provided due to force majeure.

Article 12. | Suspension and dissolution

12.1 Suspension or dissolution in the event of non-compliance

LinkPizza has the right to immediately suspend the execution of the agreement or to terminate the agreement in whole or in part if the customer (advertiser, creator or publisher) does not fulfill his obligations, does not do so on time or does not fully fulfill them. This also applies if there are circumstances that give LinkPizza good reason to fear that the customer will not fulfill his obligations. If the customer is still able to meet his obligations, LinkPizza must first send a notice of default with a reasonable period to fulfill the obligations before dissolution takes place.

12.2 Measures in case of danger to systems

If LinkPizza judges that the actions of the customer threaten the operation of its computer systems, networks or services, LinkPizza is entitled to take all necessary measures to prevent or eliminate this danger. This may, for example, mean that the services are temporarily suspended or that the agreement is terminated.

12.3 Claimability

If the customer goes bankrupt, applies for suspension of payments, liquidates or terminates his company, or if his goods are seized, LinkPizza has the right to immediately terminate the agreement. In these cases, all claims of LinkPizza on the customer become immediately due and payable.

12.4 No right to compensation

The customer is not entitled to compensation if LinkPizza exercises its right to suspend or terminate the agreement, as described in this article.

12.5 Compensation for damage in the event of a culpable violation

If the reason for suspension or termination can be attributed to the customer, the customer is obliged to compensate the damage that LinkPizza suffers as a result. This could, for example, be damage due to lost income or costs for legal measures.

12.6 Handling of assignments and affiliate sales upon termination

If the agreement is terminated, all assignments and affiliate sales entered into before the time of termination and that comply with these general terms and conditions will be processed in the usual manner. However, LinkPizza is not liable for damage suffered by advertisers, creators or publishers due to termination of the agreement.

12.7 Immediately payable upon dissolution

If LinkPizza terminates the agreement on the basis of this article, all outstanding claims against the customer will become immediately due and payable.

Article 13. | Liability and Indemnity

13.1 No guarantee for suitable collaborations

LinkPizza cannot guarantee that the customer (advertiser, creator or publisher) will find suitable collaborations or assignments via the platform. LinkPizza accepts no liability if this is not the case.

13.2 Availability and Operation Limitations

LinkPizza strives for optimal operation and accessibility of the platform, but cannot guarantee that the platform is always available and that all functions work smoothly. LinkPizza is not liable for any disruptions, interruptions or limitations in the availability of the platform.

13.3 Own responsibility of advertisers, creators and publishers

Advertisers, creators and publishers are responsible for conducting sufficient research and obtaining the correct information before submitting a pitch, committing to an assignment or using an affiliate script. LinkPizza does not carry out any substantive checks on what is offered or proposed via the platform, such as the accuracy, safety, or legality of the products or services. LinkPizza is not liable for the accuracy or completeness of the information that advertisers, creators or publishers place on the platform.

13.4 Indemnification by the customer

The customer indemnifies LinkPizza against any claims from third parties who suffer damage as a result of the execution of the agreement, when that damage is due to the customer's actions or omissions. If third parties hold LinkPizza liable, the customer is obliged to assist LinkPizza both extrajudicially and in court and to reimburse all costs incurred as a result.

13.5 Exclusion of indirect and consequential damages

LinkPizza is under no circumstances liable for indirect damage or consequential damage. This includes, among other things, lost turnover or profit, damage due to delays, loss of data, damage due to a conflict between an

advertiser and publisher, or damage due to exceeding deadlines. LinkPizza can only be held liable for direct damage, which is limited to:

- Reasonable costs for determining the cause and extent of the damage, if this relates to damage for which compensation applies;
- Reasonable costs for rectification of defective performance by LinkPizza, if applicable;
- Reasonable costs incurred to prevent or limit damage, if it is demonstrated that these costs have led to limitation of the direct damage.

13.6 Conditions for liability in the event of shortcomings

LinkPizza can only be held liable for damage if the customer notifies LinkPizza in writing within 30 days, with a detailed description of the shortcoming attributable to LinkPizza. LinkPizza must be given a reasonable period to remedy the shortcoming. Only if LinkPizza allows this period to expire without remedying the shortcoming, the customer can claim compensation.

13.7 Maximum Liability

LinkPizza's liability is limited to the correct delivery of the services. If such recovery is not possible, LinkPizza's liability is limited to the amount paid out in the relevant case by LinkPizza's liability insurance, plus the deductible applicable under that insurance.

13.8 Exception in case of intent or deliberate recklessness

The limitations of liability included in this article will lapse if and insofar as the damage is the result of intent or deliberate recklessness on the part of LinkPizza or its managerial subordinates.

Article 14. | Support

14.1 Reasonable Support

LinkPizza will provide the Customer with a reasonable level of support for questions regarding the use and management of the Services, as well as technical issues related thereto.

14.2 FAQ and documentation

LinkPizza makes general information about the services available through the platform, in the form of Frequently Asked Questions (FAQ) and additional documentation. The customer is requested to consult these resources before contacting the helpdesk.

14.3 Helpdesk accessibility

If the available FAQs and documentation do not provide an answer, the customer can contact the LinkPizza helpdesk. The helpdesk is available during office hours, Monday to Friday between 9:00 AM and 5:00 PM (CET). The contact details of the helpdesk are listed on the platform.

14.4 Handling Help Desk Requests

LinkPizza strives to process helpdesk requests within one working day. This means that requests submitted outside the working week (Monday to Friday), such as during the weekend or on public holidays, will be processed on the next working day. The time it takes to resolve a report may vary depending on the nature of the problem.

Article 15. | Complaints procedure

15.1 Submitting complaints

Customers can file complaints regarding LinkPizza's services, such as disputes with an advertiser, creator or publisher. Complaints must be submitted in writing and clearly described to LinkPizza within a reasonable period, but no later than 14 days after the problem has been discovered.

15.2 Complaints procedure in case of disputes with third parties

If there is a dispute between an advertiser on the one hand and a publisher or creator on the other, the customer must first contact LinkPizza. Since LinkPizza is not a party to the assignments and affiliate sales, LinkPizza reserves the right to refer the customer to the other party (the advertiser, creator or publisher) so that the customer can resolve the dispute directly with that party.

15.3 Response period of LinkPizza

Complaints submitted to LinkPizza will be responded to within 14 days from the date of receipt. If the complaint is expected to take more time to process, LinkPizza will respond within those 14 days with confirmation of receipt and an indication of when the customer can expect a more detailed response.

15.4 Suspension of payment obligations

Submitting a complaint does not suspend the advertiser's payment obligations, unless LinkPizza has indicated otherwise in writing. This means that the advertiser must continue to meet its payment obligations, even if a complaint is pending.

Article 16. | Intellectual property

16.1 Use of the Service

With regard to LinkPizza's services, the customer receives a non-exclusive and non-transferable right to use the service during the term of the agreement. This right only applies for the agreed purposes.

16.2 Use of data by LinkPizza

LinkPizza has the right to use the information it receives from the customer in the context of the provision of the services, or that results from a pitch, assignment or affiliate sale, for reporting, benchmarks, statistical analyzes and other purposes, including future developments of the platform.

16.3 Use of content by LinkPizza

The customer grants LinkPizza a non-exclusive and non-transferable right to use content created in the context of an assignment for promotional purposes of the LinkPizza platform and services.

16.4 Customer Feedback and Suggestions

If the customer sends feedback, suggestions or other information to LinkPizza, such as error messages or improvements for the platform, LinkPizza receives an unlimited and perpetual license to use this information to improve the platform.

16.5 Publishing Data

The customer may not publish or disclose data resulting from LinkPizza's services through channels other than its own, as specified in the customer's account. If unauthorized use of the services is discovered, LinkPizza has the right to suspend the services or take technical measures to terminate this use.

Article 17. | Final provisions

17.1 Authentic Version of Communications

The version of any electronic communication or information received or stored by LinkPizza is considered authentic, unless the customer provides evidence to the contrary.

17.2 Changes to these general terms and conditions

LinkPizza has the right to change these general terms and conditions. Customers will be informed of changes in a timely manner. If a customer does not accept the change, he can object in writing within 14 days after notification of the change. LinkPizza will reconsider the objection. If LinkPizza maintains the change, the customer can cancel the agreement in writing, no later than the date on which the change takes effect. This procedure does not apply to changes of minor importance or changes that are necessary due to new or amended legislation; such changes can be implemented immediately without the customer being able to cancel the agreement.

17.3 Transfer of Rights and Obligations

LinkPizza has the right to transfer its rights and obligations under the agreement to a third party. The customer will be informed of this.

17.4 Governing Law

Every agreement and all legal relationships arising from it between the parties are exclusively governed by Dutch law.

17.5 Dispute Resolution

Parties will attempt to resolve any disputes between themselves before appealing to the courts. If this is not possible, only the competent court in the Amsterdam district will have jurisdiction to hear the dispute, unless LinkPizza designates another competent court according to the law. If the customer is a natural person who is not acting in the exercise of a profession or business, he has the right to choose the competent court according to the law within one month after notification of the procedure.

17.6 Deposit of these general terms and conditions

These general terms and conditions have been filed with the Chamber of Commerce in Amsterdam.