

General Terms and Conditions

Article 1 Definitions of Terms

1.1. Mediargus: a digital news platform.

1.2 General Terms and Conditions: the entirety of the terms and conditions below, which apply to the relations between MEDIARGUS on the one hand and third parties such as the Customer, site User or member, on the other.

1.3 Deeplinking: the creation of a link to a page on the Publisher's website other than the link to the home page.

1.4 Illustrated (Pro): the possibility to view not only the text of the article but also a PDF of the complete newspaper page, including pictures, graphs etc. An A6 image of the original newspaper page is provided on the article page. Illustrated Pro refers to the tool used to cut the PDF into clips.

1.5 Customer: any natural person, legal person, government institution, administration or organisation of whatever kind which consults the Mediargus platform or has agreed to be bound by the User Agreement and thus acquired the rights and obligations listed in these General Terms and Conditions.

1.6 Map: a collection of actual Works which are made available on a set regular basis.

1.6 Mediagora: a virtual community of Mediargus members.

1.6 Mediaclips: a list of headings arranged by page number, per day, per publication.

1.9 MediaDocs: a service which enables the User to upload their own documents onto the database.

1.10 Mediafocus: a push service via email or a results list which contains a hyperlink to relevant results on the basis of a profile.

1.11 Mediasearch: a pull service which enables searches to be carried out.

1.12 Network: any technical connection between two or more computers whereby the information is stored on a server which guarantees availability and protection of the information and whereby the term 'intranet' refers to a closed computer netWork which is only accessible to internal Secondary Users and whereby the term 'extranet' refers to a closed computer netWork which is only accessible to a clearly defined group of Secondary Users, who are identified in an appendix to this Agreement. The term 'internet' refers to an open computer netWork which makes Works available to the public.

1.13 Personal Identity Data: the elements which serve to identify the Primary User including the User name and password which must be entered in order to access the paying section of the Mediargus website. These data may only be used by Mediargus in accordance with the terms and conditions as laid out in Article 7 of this Agreement.

1.14 Plugin: a programme added to an existing programme in order to expand its functionality.

1.15 **Primary User of the Mediargus platform:** any natural person, employee or staff member of the Customer who is authorised to use the Mediargus platform at the Customer's liability, and who does so by using the User name and password.

1.16 **Primary User scanning from a printed publication:** any natural person, employee or staff member of the Customer who, at the Customer's liability, is authorised to scan the Works.

1.17 **Profile:** search which activates itself daily or weekly.

1.18 **Secondary User:** any natural person to whom Works are digitally distributed or who gains access to Works acquired by the Primary User through Mediargus' services by scanning from a printed publication or downloading or Deeplinking from websites.

1.19 **Scanning:** the act of reproducing information by using a mechanical and numerical reproduction device and storing such information on a numerical medium with the intention of distributing it. Permission to reproduce information by scanning, as derived from this Agreement, is complementary to permission to reproduce information mechanically or numerically using an analogue or graphic medium, provided by legal licence in circumstances provided for in copyright law and acquired by paying reprography compensation. Therefore, paying reprography compensation does not release the Customer from paying compensation for permission to scan information with the intention of distributing it, as arising from this Agreement.

1.20 **Stockage:** storing Works for a target group of Secondary Users on one central website, on one server within the organisation, with the intention of making them available to be accessed by search modules or creating press overviews and historical files etc. via a Network.

1.21 **Publisher:** the natural person or legal person who publishes the Works and holds the copyright to the Works.

1.22 **Web Tracker:** a service which allows the User to enter and follow up relevant webfeeds.

1.23 **Works:** the articles, information graphs and photos published by the Publishers which they supply to Mediargus, which have appeared in print, or which have been published on the websites of the Publishers, or which have been acquired or may be consulted in any other way.

Article 2 Applicability of the General Terms and Conditions

2.1 The General Terms and Conditions are applicable to all legal relations including consultation of the Mediargus digital platform (including the website), negotiations, quotations and agreements between MEDIARGUS and the Customer.

2.2 The applicability of the Customer's own General Terms and Conditions is explicitly rejected.

2.3 In case of conflict between the Agreement and the General Terms and Conditions, the provisions of the Agreement will prevail.

Article 3 Subject of the Agreement

3.1 Mediargus grants the Customer the following non-exclusive rights, and the Customer accepts these rights, under the provisions of the terms and conditions of this Agreement and subject to the correct payment of compensation due:

- (i) Right to access as provided in Article 4 of this Agreement;
- (ii) Right to consultation of the Works as provided in Article 5 of this Agreement;
- (iii) Right to use of the Works as provided in Article 6 of this Agreement;

3.2 These rights, as detailed in Articles 4 to 6, are granted in a personal capacity and are non-transferable. Any use outside the Benelux Working environment of the Customer is explicitly excluded under this Agreement except where permitted under the provisions regarding distribution to the public (see 6.8).

3.3 All rights granted under the Agreement are valid for the duration of the Agreement only. Once the Agreement is terminated, the Customer must ensure all Works are removed immediately.

Article 4 Right to access

4.1 Mediargus grants the Customer the right to access.

4.2 When entering into the User Agreements, the Primary Users of the Mediargus platform and the Primary Users scanning printed publications must enter their Personal Identity Data in order to gain access to the paying section of the Mediargus website. Primary Users may connect 24 hours out of 24 and 7 days out of 7, except in case of force majeure or events outside the control of Mediargus, or with regard to any repairs or maintenance interventions which are necessary to ensure proper functioning of the service. In the circumstances described above Mediargus will notify the Customer, giving an estimate of the time period during which the Network will be unavailable.

4.3 The Primary User must enter their User name and password for each connection.

4.4 The protocol being used is the internet protocol TCP/IP.

Article 5 Right to consultation

5.1 Mediargus grants the Customer the right for the Primary Users to consult the Works.

5.2 The Works may be consulted by the Primary User of the Mediargus platform using various services including Mediafocus, Mediasearch, Mediaclips, Press Overviews and Webtracker.

5.3 The Mediargus helpdesk can be reached via email at the following address: support@mediargus.be, via a helpdesk telephone number: 02/740.09.78 and via the Mediargus support group during office hours (9 a.m. to 5 p.m.).

5.4 The Customer is entitled to advice on the matter of copyright. Advice is available at the same address of support@mediargus.be and on the same phone number: 02/740.09.78 during office hours (9 a.m. to 5 p.m.).

Article 6 Right to use the Works

6.1 Mediargus grants the Customer the right to use the Works as specified below, at the rates of compensation listed in the User Agreement.

6.2 The Primary User may call up a Work onto the screen, which means the text is stored in the temporary memory of the computer.

6.3 The Primary and Secondary Users may only print out the Work once for back-up purposes.

6.4 The Primary User may stockage the Work or reproduce it electronically via email, intranet or extranet, provided access to these reproductions is limited to the Secondary Users and provided the stockage is restricted to one server within the organisation. The Customer will produce an overview of the number of Works used in this way on a regular basis and include references to the publications from which the Works are derived.

6.5 The average number of Works that can be called up from Mediargus, stockaged and/or distributed to the Secondary Users per day is agreed contractually in the User Agreement.

6.6 The average number of Secondary Users who have access to the reproductions generated by the Primary User, is determined in the User Agreement.

6.7 The Primary and Secondary Users may not make changes to the content of the Works, move or replace the Works, or omit the names of Mediargus, the authors, the Publisher or any other data protected under copyright belonging to Mediargus or the Publisher. The date of publication must be stated at all times.

6.8 The Primary Users may only publish a Work on a website if this is explicitly provided for in the User Agreement with a specification of the number of Works which will be made available to the public. The Agreement to publish a Work on a website is made upon acceptance by the Publisher.

6.9 The Primary and Secondary Users may not reproduce the Work for commercial or promotional purposes and the actual use may not harm the honour, the good name or the moral rights of the author of the Work.

6.10 The Customer will undertake to integrate control systems in order to combat illegal use in any form or manner. The system must be adapted to the technical developments in the market. Mediargus must be notified immediately in case of abuse.

6.11 This Agreement does not give rise to property rights on the Works and does not affect the applicable legal provisions regarding copyright and database protection.

6.12 Provided proper notification is given at a reasonable time and within a reasonable time span, persons authorised by Mediargus have the right to visit the Primary and Secondary Users and the places where the Works are used in order to verify compliance with the provisions listed in this Agreement. The Customer will make all necessary arrangements.

Article 7 Use of the Customer's Personal Data

7.1 The Personal Identity Data which allows the Customer to be identified and gain access to the Mediargus platform is personal and confidential. It may only be amended at the request of the Customer or on the initiative of Mediargus. The Customer is responsible for the use of the Personal Identity Data which applies to them.

7.2 The Customer undertakes to communicate any change to their Personal Identity Data within a period of one month.

7.3 The Customer undertakes to keep the Personal Identity Data confidential and not to distribute it



in any form whatsoever. In case of loss or theft, the Customer will be assigned a new User name and password. Mediargus must be immediately informed of any loss or theft.

7.4 The Personal Identity Data allows access to the site under the conditions listed in Article 4 of this Agreement. Any use of the Personal Identity Data outside the restrictions imposed by this Agreement may lead to termination of this Agreement; legally, and without prior proof of default.

7.5 The Customer will take all necessary security measures needed to ensure strict compliance with this Agreement, including the careful storage of this data. In order to bring this about, the Customer undertakes to prevent the Primary Users from passing on the User name and password to third parties.

7.6 The Personal Data is protected under the Protection of Privacy Act with regard to the handling of Personal Data dated 8th December 1992. Personal Data is used as contact information and for Customer management. The Personal Data may be passed on to the Publishers with whom Mediargus Works in partnership. Such Publishers may use the data for direct marketing purposes. The person concerned has the right to object to any processing of their Personal Data without incurring any costs. The person concerned has the right to access their Personal Data and to request amendments by emailing support@mediargus.be.

7.7 Specifically for Mediargora

7.7.1 Mediargora membership implies Agreement with these General Terms and Conditions.

7.7.2 When becoming a member, the Customer releases information which will be stored by Mediargus. Mediargus uses the profile information to allow the Customer to register and possibly to make it available for viewing by others if the Customer has given the relevant permission.

7.7.3 Information placed by the Customer on the website in this way will be available to other members.

7.7.4 Third party platform developers may also have access to this information. Mediargus undertakes to enter into an agreement with such third parties not to release this information and to respect the privacy settings. However, Mediargus cannot guarantee that, notwithstanding all possible measures, third parties will adhere to such an agreement. In the latter case the Customer undertakes to sue only the third parties, should such a course of action prove necessary.

7.7.5 Any suspected abuse of Personal Data may be reported by the Customer. Mediargus will investigate the complaint and take the appropriate measures.

7.7.6 Mediargus reserves the right to provide this information to third parties if it is legally obliged to do so, or at the request of legal institutions if failure to do so will impair the operation of the services.

7.7.7 Should the services of Mediargus be subject to acquisition by another party, then the data will be transferred as well, in order to ensure service continuity.

Article 8 Rules regarding use of the service – the accountability of Mediargus

8.1 Mediargus undertakes to make every effort to ensure optimal access (availability and usability) to the site, as well as consultation and use of the Works in accordance with the prevailing customs on the internet. Mediargus will also ensure any faults are remedied as quickly as possible.

8.2 The Customer will not be able to hold Mediargus liable for shortcomings in their supply of the service. Even if a major error or negligence can be proven, the Customer will only be able to claim from Mediargus a maximum of half the annual sum invoiced to them by Mediargus.

Mediargus is not liable in any way for any consequential loss if the service allegedly malfunctioned. Even if this does prove to be the case, compensation will not exceed the compensation provided for

in the previous paragraph.

8.3 Mediargus is not liable for problems caused by third party service consultation even if via the Mediargus application. The Customer undertakes to sue any third parties directly.

8.4. The Customer acknowledges that they are aware of the properties and limitations of the internet, in particular:

8.4.1 That they are solely person responsible for their use of the Works in accordance with the provisions listed in this Agreement and in compliance with all laws and with respect for the rights of third parties. Mediargus can therefore not be held responsible by the Customer in relation to loss caused by the use of the Works except with regards to copyright as provided for in Article 9 of this Agreement. The Customer indemnifies Mediargus in this context against any claims for losses allegedly incurred through non-compliance of this Agreement.

8.4.2 That they are aware of the nature of the internet and specifically of the technical possibilities and the time needed to consult, retrieve and transfer the Works;

8.4.3 That the provision of Personal Identity Data takes place at their own risk;

8.4.4 That they must take all necessary measures for their computer to meet the technical requirements which allow them to consult the Works;

8.4.5 That they must personally take all necessary measures to protect their own Personal Data and materials from viruses and other hazards which can cause damage.

8.5 The Customer is not permitted to use the system for actions or behaviours which are in breach of the appropriate legal provisions, of netiquette or of this Agreement, or to perform any action which may at any time affect the proper functioning of the platform in any way.

These include, but are not restricted to, the following actions and behaviour:

- Attempting to break into the Network, the platform or other services supplied by Mediargus;
- Uploading viruses;
- Hacking or attempting to hack;
- Unauthorised entry to other computers or computer systems;
- Copying the software;
- Deploying any (automated) system including, but not restricted to, robots, spiders, crawlers etc. with the intention of creating access to the database in such a way that more searches are sent to the database than could realistically be carried out by a human being using normal (manual) means and a normal web browser.

8.6 Specifically for Mediargos and Mediadocs

8.6.1 The Customer is personally responsible for the Works they upload via other services such as Mediagora and MediaDocs.

8.6.2 The Customer undertakes not to use the services to upload any material of which the existence, content, ownership, distribution or use of is offensive, indecent, intimidating, obscene, vulgar, pornographic, racist, discriminating, negationist, Nazist, coarse, slanderous, fraudulent or misleading, which breaches business confidentiality or privacy laws, which constitutes a crime or breaches a court or government order, or which is illegal in any other way.

8.6.3 Mediargus reserves the right, but is not obliged, to investigate the Customer's use of the services in order to ascertain whether the General Terms and Conditions are being breached or whether the Customer complies with all applicable laws, regulations or government orders.

8.6.4 If it is shown that laws etc. are being infringed and there is a problem for which Mediargus may be held liable, Mediargus reserves the right to remove the relevant documents, take any appropriate measures and to terminate the Customer's access to Mediagora and the Mediargus platform, with immediate effect.

Article 9 Copyright

9.1 Mediargus guarantees to indemnify the Customer against any claim based on copyright which the original author of the Works may file against Mediargus in relation to the use of the Works within the Terms and Conditions set out in this Agreement.

9.2 The Customer and the Primary and Secondary Users may use the Mediafocus, Mediasearch or Mediaclips and press overview services, and may scan Works and/or download them from websites, but the Works thus generated cannot be regarded as new Works which give rise to new copyright claims in the name of the Customer or the Primary or Secondary User.

9.3 The Customer is personally responsible for the content they upload via other services such as Mediagora and MediaDocs. The Customer undertakes not to publish content which is subject to copyright belonging to third parties, unless the Customer has an official licence or has been granted permission by the rightful copyright owner. If it is shown that copyright has been infringed and there is a problem for which Mediargus may be held liable with regards to breach of copyright by a Customer, Mediargus reserves the right to remove the relevant documents, take any appropriate measures and to terminate the Customer's access to Mediagora and the Mediargus platform, with immediate effect.

9.4. Mediargus cannot vouch for the copyright of documents which are consulted or acquired through the services of third parties with whom Mediargus Works in partnership, including via Webtracker and Plugins. Equally, the Customer may not hold Mediargus liable for problems in relation to services supplied by third parties. The Customer undertakes to sue third parties directly.

Article 10 Payment conditions

10.1 Payment is due on receipt of the invoice relating to the contractual period. The invoice will be denominated in Euros. The prices listed for the database are subject to VAT at 21%, and the prices for reproduction rights incur a VAT rate of 6%. In case of payment by article the Primary User will pay a deposit by crediting Mediargus' bank account, account number 437-5139101-79. When paying with a credit card, through online banking or 'remittance with immediate activation', the account will be debited at the time the order is despatched.

10.2 The invoice is payable within 30 days of the date on the invoice. If payment is made by credit card, through online banking or 'remittance with immediate activation', the invoices will be issued on receipt of the deposit transferred into Mediargus' bank account. The invoices will be sent to the address provided in the Personal Identity Data.

10.3 Where payment is delayed for more than 30 days Mediargus reserves the right to postpone the supply of its services until such time as the account is settled; including any costs, interest and a fixed amount of compensation. In the case of 'remittance with immediate activation' a period of 3 working days applies.

10.4 Where payment is made per article, any action that is subject to payment will lead to the Primary User's account being automatically debited. If the deposit is insufficient for the requested actions, the actions will not be carried out.

10.5 Where there are late payments, Mediargus has a legal right to compensation of 10% of the invoice amount without proof of default. This may be further increased by an administration fee and

by contractual interest on arrears, at 12% per year. At the same time, Mediargus reserves the right to claim an amount equal to the actual loss.

Article 11 Duration and termination of the Agreement

11.1 This Agreement comes into force on the activation date listed, and will be valid for a period of one year. The Agreement will be automatically extended by one year, unless one of the parties terminates the Agreement by registered letter or by means of a writ at least 2 months before the date of termination of the Agreement. The above does not apply to day tickets which are limited to 24 hours and may not be automatically extended.

11.2 Mediargus may terminate the Agreement with immediate effect if the Customer breaches any of the conditions covering the right to use the Works, the right to consultation or the right to access, or the Personal Identity Data or the Customer has facilitated or encouraged such a breach by their actions. In such an instance Mediargus may claim the amounts outstanding by way of advance on compensation, legally and without prior proof of default and without affecting Mediargus' right to claim additional compensation, and any other rights.

11.3 The subscription and the balance are not refundable. Any outstanding balance may not be carried over to the next contractual year.

11.4 Where the Customer combines a subscription with a balance, the outstanding balance for payment per article may be transferred to the next contractual year. This right is terminated at the time of termination of the subscription.

Article 12 Miscellaneous provisions

12.1 Rates for consultation per article may be amended by means of prior notification placed on the Mediargus website 15 days in advance. After this period any Customer who carries out actions at the revised rate will be deemed to have accepted the new rate. Other rates may only be amended at the time of extension of the contract, with the exception of price indexing.

12.2 This Agreement does not release the Customer from the legal obligations which arise from copyright, such as payment of compensation due for legal licences.

12.3 Mediargus reserves the right to amend these General Terms and Conditions at any time. When doing so, Mediargus will publish the new version of the General Terms and Conditions on www.mediargus.be. If the Customer continues to use the service after the date of amendment to the General Terms and Conditions, Mediargus will regard this as acceptance by the Customer of the revised Terms. Therefore, although Mediargus tries to keep Customers up to date with important changes, Mediargus advises Customers to check the latest version of the General Terms and Conditions on the website regularly.

12.4 If one of the clauses of this Agreement should be declared null and void, the remainder of the clauses in the Agreement will still remain valid.

12.5 The contractual relation between Mediargus and the Customer is governed exclusively by this Agreement.

12.6 The Customer may not renounce their rights and obligations under this Agreement without written permission by Mediargus.



12.7 Any problem in relation to the formulation, interpretation or execution of this Agreement is subject to the jurisdiction of the courts of Brussels.

12.8 This Agreement is subject to the exclusive jurisdiction of Belgian law.