

## General terms and conditions

As of 1 November 2023

These terms and conditions consist of five (5) parts:

- I General
- II Terms and conditions SaaS services
- III Terms and conditions ANP Photo
- IV Terms and conditions ANP360+/ANP App
- V Terms and conditions ANP Connect

### PART I: GENERAL

#### 1. Definitions

In these General Terms and Conditions, the following definitions shall apply:

**Offer:** any form of offer made by or on behalf of ANP to Client, including but not limited to offers, quotations, rates and proposals.

**General Terms and Conditions:** the present ANP General Terms and Conditions.

**ANP:** B.V. Algemeen Nederlands Persbureau ANP, having its statutory seat in Rijswijk and its principal place of business at Prinses Beatrixlaan 582 (WTC C-Toren, 4th floor), 2595 BM The Hague and/or its group companies applying these General Terms and Conditions.

**ANP Foto:** the Service consisting of making Image Material available against payment, whether or not via an image bank.

**ANP App:** the Service/Website on <https://app.anp.nl> or via an Android or iOS mobile app of the same name that gives access to current and archived content such as articles (by ANP or third parties) and ANP Calendar.

**ANP Net/ANP Newsfeed:** ANP Net/ANP Newsfeed: Real-time news feed consisting of the main sections Domestic, Foreign, Economy and Sports, with which ANP editorial staff publishes news items 24 hours a day, 7 days a week, and which reaches the editorial staff of media (radio, TV, newspapers, websites, social media) and companies, governments and other organisations.

**ANP 360+:** the Service (with website <https://360plus.anp.nl>) enabling monitoring of many sources from different media and making available relevant Articles from those sources and related services through different channels.

**ANP Connect:** the entirety of Services and distribution platform(s) for distributing material (including press releases, expert quotes and Image Material) from Clients, by ANP to third parties with the aim of reaching the widest possible or specific audience through media and additional channels.

**Articles:** News items derived from the Sources and made accessible through the Service.

**Image Material:** photographs, videos, infographics and other visual material.

**Administrator:** An employee of Client appointed by Client and known to ANP, who performs a coordinating role with regard to the use of a Service.

**Sources:** Various printed, online and other media from which the Articles originate. To be distinguished are:

- Own ANP content
- Licensed Sources
- Publicly available web sources
- RTV content

**Crediting:** Acknowledgement of the source and/or author in the event of publication and/or reproduction of Image Material and/or Articles in the manner stipulated in these Terms and Conditions or in the Agreement.

**Client:** The other party to ANP, whether or not acting in the course of a profession or business, who has concluded an Agreement with ANP or to whom ANP has made an Offer.

**Service:** The service to be provided by ANP to Client as described in the Agreement, this General Terms & Conditions, or in the Offer.

**Authorised Users:** The persons disclosed by Client to ANP working within Client's company, who have access to a particular Service.

**Login Details:** User names, and passwords and/or any additional security measures required to access a Service.

**Intermediary:** a third party contracted by Client who, in the context of procuring a Service, performs certain tasks by order of and for the benefit of Client, whether or not for payment.

**Licensors:** third parties with whom ANP has made agreements regarding the use that ANP's Clients may make of a particular Service.

**Agreement:** every agreement between Client and (the relevant legal entity from the group of) ANP regarding the delivery of one or more Services, as well as all resulting agreements, all amendments and additions to the Agreement and all other (legal) acts between Client and ANP related to the Agreement.

**Price/Prices:** the fee payable by Client to ANP for the Service or Services.

**SaaS/SaaS Service:** software-as-a-service, the making and keeping available by or on behalf of ANP 'remotely' of software to the Client and storage of data (of Client) via the internet or another data network, without a physical carrier containing the relevant software or storage being provided to the Client.

#### 2. Applicability

- 2.1. Part I of these General Terms and Conditions applies to, and forms an integral part of, Offers by ANP and all Agreements between Client and ANP. These General Terms and Conditions may be applied by both B.V. Algemeen Nederlands Persbureau ANP and another legal entity from its group. The Service may actually be provided by another party (a group company of ANP or third party). The party from ANP's group that enters into the Agreement accepts all obligations under the Agreement. Client only has claims against the party with which it enters into an Agreement, not also against other parties from ANP's group or third parties that ANP engages in the performance of the Agreement.
- 2.2. Depending on the Service that is the subject of the Offer or Agreement, in addition to Part I, Parts II, III, IV and/or V of these General Terms and Conditions also apply. In case of conflict between the provisions of Part I, II, III, IV and/or V), the provisions of the part with the higher number shall prevail.
- 2.3. Any general terms and conditions of Client do not apply to the Agreement and therefore do not bind ANP unless ANP has expressly accepted the applicability of these terms and conditions in writing and this acceptance has been signed on behalf of ANP. If both these General Terms and

Conditions and Client's general terms and conditions apply, these General Terms and Conditions shall prevail.

- 2.4. Deviations from these General Terms and Conditions are only effective insofar as they have been expressly agreed in advance and in writing between ANP and Client and only apply to the amended provisions in the relevant Agreement.
- 2.5. In case of contradiction between these General Terms and Conditions and the provisions of the Agreement, the provisions of the Agreement shall prevail.
- 2.6. If any provision of these General Terms and Conditions appears to be wholly or partially in conflict with mandatory law, these General Terms and Conditions will otherwise remain in full force, while with regard to the provisions that are null, void or annulled, ANP will, in consultation with Client, draw up new legally valid provisions that correspond as far as possible with the purport of the null, void or annulled provisions.

### 3. Offers and Realisation of Agreement

- 3.1. Offers by ANP are entirely without obligation and can be revoked at any time even if they state a validity period, unless expressly stated otherwise in writing. ANP is entitled to revoke this Offer in writing up to two days after receiving Client's acceptance of an Offer. The Offer does not oblige Client to deliver part of the Service at a proportionate price.
- 3.2. The Agreement is concluded by:
  - (i) written, oral or online order for a Service and its acceptance by ANP; or
  - (ii) by an Offer being accepted by Client and not being revoked by ANP in accordance with Article 3.1.

### 4. Prices

- 4.1. Delivery is made at the Prices in force with ANP at the time of ordering, unless other Prices have been agreed upon in the Agreement. All Prices applicable and quoted by ANP are exclusive of VAT and any additional costs such as those for transmission, research, postage and handling, unless expressly stated otherwise. ANP is entitled to charge higher Prices or additional costs due to interim changes in the Agreement carried out at Client's request.
- 4.2. The Prices are increased annually on 1 January (cumulatively) based on the Consumer Price Index (CPI) of Statistics Netherlands (CBS, 2015=100). Hereby, an annual change is calculated by comparing the last period running from November to October inclusive with the same period a year before. The Prices will not be changed if an indexation results in a lower Price than the last applicable Price. That last applicable Price will remain unchanged until a subsequent indexation increases the (unchanged) Price.
- 4.3. ANP is entitled, from the time that three (3) months have passed after entering into an Agreement, to pass on interim changes in Prices to Client by written notification to Client and subject to a three-month notice period. An increase shall not apply to a payment period that has already started before the effective date of the increase. Client may terminate the Agreement before the end of the agreed contract period by written notice and subject to a notice period of one month if ANP increases the Price on top of the indexation in clause 4.2 by more than 7% per twelve months.
- 4.4. Each delivery, including a delivery of a part of a composite order, may be invoiced separately if a part of a composite order is of separate value.

### 5. Delivery

- 5.1. No use of delivered Services in any way is allowed as long as Client has not yet fulfilled all its obligations, for whatever reason, towards ANP.
- 5.2. ANP is entitled to suspend delivery as long as Client has not met all its aforementioned obligations. The suspension applies until such time as Client has fulfilled its obligations towards ANP in full.
- 5.3. Client must provide at its own expense the hardware, software and internet connection necessary to use the Services.

### 6. Use of the Service

- 6.1. Use of the Service takes place (generally in whole or in part) via ANP's secure website (which includes a SaaS Service). If applicable, ANP will provide Client with the necessary Login Details. Client shall keep the Login Details secret and shall take all reasonable organisational and technological measures necessary to protect them against knowledge and/or use by unauthorised third parties. Client warrants that all persons working within its organisation as well as any Intermediaries will also comply with this obligation. Client is fully responsible and liable for all actions that he or any third party(ies) authorised by him perform(s) with the help of the Service. Client indemnifies ANP against liability and/or damages suffered by ANP or any of its related parties as a result of the use/misuse of Login Details provided to Client.
- 6.2. Client guarantees and ensures that he himself, any Intermediaries, Administrator(s) and Authorised Users do not use the Service in violation of the Agreement and these General Terms and Conditions. Client is responsible and liable to ANP for any violation thereof by Client, any Intermediary(s), Administrator(s) and/or Authorised Users. Client shall indemnify ANP against any claims by third parties, including Licensors, resulting from such breach. In addition, Client shall take all reasonable technical and organisational measures to prevent such breaches.
- 6.3. Without prejudice to what is stated elsewhere in these General Terms and Conditions, the Client, any Intermediary(s), Administrator(s) and Authorised Users must fully and unconditionally respect all intellectual property rights, including but not limited to copyrights, trademark rights and database rights, to which ANP and third parties are entitled with respect to the Service, including rights to software and software used for the Service or forming part thereof.
- 6.4. Use of a Service contrary to the Agreement or these General Terms and Conditions may constitute an infringement of (one or more) intellectual property rights of ANP and/or its Licensors. In the event of such an infringement by Client, Client owes ANP for each infringement an immediately payable penalty that is not subject to mitigation equal to three times ANP's usual fee for such use or, failing that, three times the fee Client owes ANP for the agreed use for one year, without prejudice to the other legal rights of ANP and its Licensors, such as the right to additionally obtain performance, a ban on further infringements and damages.
- 6.5. Client warrants that its equipment and systems are sufficiently secured and that it has also otherwise taken all reasonable technical and organisational measures to prevent use of the Service by third parties or infringement of intellectual property rights on (parts of) the Services. If

Client discovers such use or infringement by third parties, it will immediately report this to ANP. Client will give all possible cooperation to ANP in order to prevent or avoid such use or infringement by third parties.

#### **7. Execution, complaints and discontinuation of Services**

- 7.1. ANP makes every effort to ensure that the Services are carefully realised, are not unlawful towards third parties, and are delivered to Client on time in accordance with the agreements made about them.
- 7.2. ANP reserves the exclusive right to determine the form and content of its Services itself and to make changes thereto. ANP is entitled to carry out anything not explicitly described in an assignment according to its own technical and creative insight.
- 7.3. For ANP, impartiality in its news supply is the starting point and guideline, i.e. it strives for an unbiased, businesslike and balanced selection, content, formulation, order and presentation of news facts and their explanation or explanation.
- 7.4. ANP provides access to content and grants a specific right of use to it. Client may not make any changes or otherwise intervene in this in such a way that facts, content or purport are changed in form, spirit or otherwise in such a way that this may harm the good name or integrity of ANP, the legal or natural persons represented by ANP or the Services themselves. In case of violation of the provisions hereof, ANP is entitled to immediately terminate the Agreement without summons and without judicial intervention.
- 7.5. Client undertakes to respect all embargoes set by ANP.
- 7.6. Complaints regarding the execution of the Agreement should be reported to ANP by Client as soon as possible, but in any case within ten working days after the defect has been discovered or Client could reasonably have discovered that defect. In the absence of a (timely) notification, every claim against ANP with regard to any defects lapses.
- 7.7. Upon receipt of a complaint, ANP will make every effort to still deliver good work for rejected work within a reasonable period of time insofar as possible and useful, and insofar as the complaint is justified.
- 7.8. If ANP no longer offers certain Services or a part thereof, then it is entitled to terminate the delivery of these Services or the relevant part thereof subject to a ninety-day notice period. In that case, ANP is only obliged to refund that part of the fee already paid for (the part of) the Services that relates to the period after the termination with a maximum of six months.
- 7.9. If the operation of the Services to be provided or a part thereof depends on agreements between ANP and third parties and such agreements are terminated in whole or in part for whatever reason and ANP is unable to enter into equivalent agreements on reasonable terms, ANP may immediately terminate the provision of the relevant Service or the relevant part thereof and after such termination ANP will only be obliged to repay to Client that part of the fee already paid for (the part of) the Service that relates to the period after the termination with a maximum of six months.

#### **8. Force majeure**

- 8.1. In the event of force majeure preventing ANP from fulfilling the Agreement on time or correctly, ANP is entitled to suspend the fulfilment of its obligations or to terminate the Agreement in full or in part out of court by means of a

registered letter without being obliged to compensate any damage suffered by Client in this connection.

- 8.2. Force majeure is in any case but not exclusively understood to mean: every circumstance beyond ANP's control or every circumstance reasonably unforeseeable for ANP, which temporarily or permanently prevents ANP from fulfilling its obligations towards Client. Such circumstances include, but are not limited to, war, danger of war, riots or other public order disturbances, fire, natural disasters, strikes, restrictive government measures, changes in legislation or jurisprudence, disruptions in the supply of electricity, disruptions in the connection with the Internet, disruptions in the telephone network of the telecommunication company(ies) involved, electricity failures, failure of ANP's computer network as well as the complete or partial default of third parties from whom goods or services are received.

#### **9. Invoicing, payment, interest and costs**

- 9.1. Unless otherwise stipulated, ANP shall invoice the Service(s) delivered per calendar quarter in advance.
- 9.2. Payment of all amounts owed by Client to ANP must be made in Euros within thirty (30) days of the invoice date by bank transfer or automatic debit, unless another payment term has been agreed.
- 9.3. ANP is entitled at all times to demand advance payment, cash payment or security for payment from Client.
- 9.4. Client is not entitled to suspend or set off payments owed and shall make the payments owed to ANP without discount or appeal to compensation, except for settlement against offsettable advances paid by Client to ANP. If Client disputes the correctness of an invoice, this does not suspend the payment obligation to ANP.
- 9.5. Every credit is made under the proviso that, if ANP has yet to receive the counter value for this, it has come into its possession on time and properly. Failing this, ANP is authorised to reverse the crediting.
- 9.6. After expiry of the payment term, Client is in default and owes the statutory (commercial) interest from the due date, increased by 2%, whereby part of a month counts as a whole month. If Client is in default or otherwise fails to fulfil one or more of its obligations, including an infringement of intellectual property rights, then all extrajudicial and judicial costs incurred by ANP to obtain fulfilment shall be borne by Client, including litigation costs, collection costs, costs for legal assistance, legal advice, bailiffs and collection agencies and other costs incurred by ANP that were reasonably necessary to obtain fulfilment. The collection costs amount to 15% of the invoice amount with a minimum of € 250. If ANP accepts partial payment or payment under condition, ANP retains the right to full payment.
- 9.7. If information to be provided by Client partly determines the calculation of the fee owed by Client, ANP is authorised to have an accountant recognised by the Nederlandse Beroepsorganisatie van Accountants (NBA) audit Client's accounts. Client undertakes to give all necessary cooperation to this, including by allowing the accountant full access to the accounts. If a discrepancy is found, the accountant's costs shall be payable by the Customer.
- 9.8. In case of cancellation of an assignment, ANP is entitled to the agreed fee less any costs not yet incurred in connection with the assignment.

## 10. Termination and amendment

- 10.1. By default, the Agreement is entered into for an initial period of 12 months unless otherwise agreed. The initial period commences on the date specified in the Agreement. Thereafter, the Agreement is tacitly renewed, each time for a period of one year unless one of the parties terminates the Agreement in writing to the other party by the end of the current period, observing a notice period of 3 months, unless otherwise stated in the Agreement. Interim termination of an Agreement is only possible to the extent provided for in the Agreement or these General Terms and Conditions.
- 10.2. Without prejudice to the other rights to which the parties are entitled under the law or the Agreement, either party is entitled to terminate all or part of the Agreement with immediate effect by registered letter without judicial intervention, if the other party:
- imputably fails to comply with its obligations under the Agreement if the other party, after notice of default, does not remedy the failure within the reasonable period set thereby and the seriousness of the failure justifies termination;
  - acted unlawfully towards the terminating party;
  - goes into voluntary or involuntary liquidation; or
  - applies for or obtains a moratorium or is declared bankrupt.
- If Client fails to comply with any obligation to ANP, then ANP's related claims will be immediately due and payable. In case of bankruptcy or suspension of payment of Client, Client should immediately notify ANP via the receiver or trustee.
- 10.3. ANP is furthermore entitled to terminate the Agreement without judicial intervention with immediate effect if:
- due to a merger or takeover the control in Client is changed; or
  - Client proceeds to provide services that directly or indirectly compete with the Services provided by ANP.
- 10.4. ANP is entitled to amend the Agreement, without becoming liable to pay damages to Client, if a change in a contract between ANP and a supplier of ANP makes it necessary. Insofar as such modification of the Agreement affects the substance of the Agreement, Client is entitled to terminate the Agreement.
- 10.5. Provisions that by their nature are intended for this purpose shall remain in force even after the end of an Agreement.
- 10.6. As soon as the Agreement ends, is terminated or dissolved for whatever reason, Client shall cease any further use of the Services with immediate effect and shall immediately remove and keep (all parts of) the Services removed from its systems.

## 11. Liability

- 11.1. Without prejudice to what is stated elsewhere in these General Terms and Conditions, ANP is not liable for damage incurred by Client or any third party as a result of: a failure in the performance of the Agreement or any other obligation towards Client, errors or delays in the Services provided or inaccuracies or omissions with regard to the Services, unless there is intent or gross negligence by ANP.
- 11.2. If ANP is liable towards Client, ANP's liability is limited in the case of a one-off order to the amount of the last invoice sent to Client and in the case of a continuous Service for which

invoicing is periodic to the monthly value of that specific Service.

- 11.3. Under no circumstances shall ANP be liable for damage suffered by Client or any third party as a result of incorrect and/or incompetent use of the Services, inaccessibility of or inadequate access to the Services as a result of breakdowns, inaccessibility of or inadequate access to Client's intranet, virus spreading, a defect in the security of Client's stored data, acts of third parties, electronic payment and changes in dial-up numbers. ANP recommends the use of an anti-virus programme to Client.
- 11.4. Although ANP strives to provide correct and complete news, ANP and its suppliers cannot guarantee that the Articles and other content of the Services are at all times correct and/or complete and are not liable for any damage suffered by Client or any third party as a result of (the use of) the Articles or other content or their inaccuracy and/or incompleteness.
- 11.5. Client indemnifies ANP against claims of third parties on account of infringement of intellectual property rights or other rights of third parties if such infringement is caused by the use of the Services by Client, its employees or third parties engaged by Client in violation of the Agreement and/or the General Terms and Conditions.

## 12. Intellectual property rights, use of the Services

- 12.1. All intellectual property rights, including but not limited to copyrights, neighbouring rights, database rights, trademark rights and rights to software, to the Services (including SaaS services) and constituent parts thereof belong exclusively to ANP and/or its licensors.
- 12.2. If agreed, Client will only receive a revocable, non-exclusive, non-transferable and non-sublicensable licence to use the Services explicitly described in the Agreement, which licence is further limited to the manner of use, purposes, channels, territory and media described in the Agreement. If the licence also includes permission to publish, the Customer must at all times observe the so-called personality rights pursuant to Article 25 of the Copyright Act and Article 5 of the Neighbouring Rights Act, and the Customer himself is responsible for obtaining any necessary permission from the person(s) portrayed and for preventing infringement of portrait rights.
- 12.3. Client furthermore ensures that for every use of the Services and for every publication of Articles and other content, such as Image Material, that is part of the Services, including distribution or publication within Client's own organisation, the manner of Crediting specified in the Agreement is included. Client owes ANP for each separate breach of this obligation an immediately payable and not subject to mitigation penalty of 100% of the quarterly price applicable to Client, without prejudice to the other legal rights of ANP and its licensors, such as the right in the event of such a breach to additionally obtain performance, a ban on further breaches and damages.
- 12.4. Client is not allowed to offer the Services or parts thereof, whether in modified form or not, directly or indirectly for further distribution, to make them available to third parties or to make them public in any way, unless ANP and Client have expressly agreed on this in writing in advance.
- 12.5. Client is not entitled to use the Services to build an archive or database. Client may only store the Articles forming part of the Services in its own database for a maximum period of

3 months after written permission from ANP, signed on behalf of ANP, insofar as it concerns Articles in written form. As far as Image Material (such as but not exclusively photos and videos) or Sound Material (such as but not exclusively radio bulletins) is concerned, archiving by Client is only allowed with the prior written and signed consent of ANP on behalf of ANP for a maximum period of 30 days. At the end of this period, Client must automatically remove the Articles from its database. With regard to Image Material, Client may never store this (or have this stored) in a database. Client is not entitled to offer video news items (or have them offered) in such a way that users can edit, download, copy or forward them, without ANP's prior written permission, signed on ANP's behalf.

- 12.6. Every use of a Service that has not been agreed upon and/or that contravenes the provisions of the General Terms and Conditions constitutes an infringement of (one or more) intellectual property rights of ANP and/or its licensors. In the event of such an infringement by Client, Client owes ANP and/or its licensors for each infringement an immediately due and payable penalty that is not subject to mitigation equal to three times ANP's usual fee for such use or, in the absence thereof, three times the fee Client owes ANP for the agreed use for one year, without prejudice to the other legal rights of ANP and its licensors, such as the right to also obtain performance, a ban on further infringements and damages.
- 12.7. Client shall inform ANP immediately if Client learns that (parts of) the Service(s) delivered to it or any rewritten or edited version thereof is distributed by a third party that does not have a licence.
- 12.8. ANP is at all times entitled to make the Services or similar services and products provided to Client equally available to third parties.
- 12.9. Client is himself responsible for any required remittance of fees to collective collection organisations, such as Stichting Reprorecht, in connection with Client's use of the Services.
- 12.10. Client is responsible for complying with all applicable laws and regulations, including - but not limited to - the Media Act and must therefore ensure that its use of the Services does not conflict with these. ANP is therefore not liable for any fine imposed on Client in this regard or for any damage that Client or third parties may suffer as a result. Client indemnifies ANP both in and out of court against claims from third parties as a result of any non-compliance by Client with applicable laws and regulations and will reimburse ANP for any fines and damages and costs imposed on ANP as a result.
- 12.11. Insofar as Client uses, processes or stores material subject to intellectual property rights in the performance of the Services, Client warrants to ANP that the use of that material does not infringe any third party rights and Client indemnifies ANP against claims by third parties in connection with any (alleged) infringement of intellectual property rights in connection with the use of that material.

### **13. Amendment**

- 13.1. Without prejudice to the provisions of paragraph 2 and further of this Article, amendments and additions to the Agreement are only valid if agreed in writing.
- 13.2. ANP is entitled to unilaterally amend the General Terms and Conditions by written notification to Client, after which the amendment shall take effect at the earliest one month after

such notification.

- 13.3. Within ten working days of the announcement of the amendments to Client, Client is entitled, giving reasons that may justify termination in connection with the amendments, to terminate the Agreement by registered letter as of the date on which the amendments would take effect. Client is only entitled to terminate the Agreement pursuant to this article if the agreed Services differ substantially from the Services promised in the Agreement due to the amendment of the general terms and conditions. ANP is not obliged to pay any (damage) compensation in the event of such termination by Client.
- 13.4. If, within ten working days after termination by Client, ANP informs Client in writing that, in ANP's opinion, the grounds stated by Client do not reasonably justify termination and/or that ANP wishes to meet the objections, the parties will enter into negotiations in good faith on an amended continuation of the Agreement.
- 13.5. If ANP amends these General Terms and Conditions on the basis of a court ruling or to bring them in line with legal or other (government) regulations, guidelines or regulations of an industry organisation or any other regulations to which ANP is bound, the provisions of Article 13.3 shall not apply.

### **14. Other Provisions**

- 14.1. These General Terms and Conditions, the Agreements between Client and ANP and all related agreements and relations between Client and ANP are governed by Dutch law. Applicability of the Vienna Sales Convention is excluded.
- 14.2. ANP is entitled without prior (written) permission from Client to transfer the rights and obligations under the Agreement (in full or in part) to its subsidiaries or group companies, to a third party (for example in the event of a transfer of undertaking) or to subcontract. Insofar as required, Client grants its consent in advance for such a transfer of the Agreement and Client shall give every reasonable cooperation.
- 14.3. Disputes between Client and ANP will only be submitted to the competent court in The Hague.
- 14.4. Client undertakes to immediately notify ANP in writing of any intended change of address. In case ANP has to send a notification to Client in writing, this notification will be deemed to have been validly made and received when sent by ANP to the last address indicated by Client in writing when the Agreement was concluded or by subsequent notification.
- 14.5. Client is not entitled to transfer or sublicense its rights and/or obligations under an Agreement or the General Terms and Conditions to (a) third party(ies).
- 14.6. If any provision of the General Terms and Conditions turns out to be void or invalid or is annulled, this shall not affect the other provisions of the General Terms and Conditions and the parties shall enter into reasonable consultations in order to agree on a new provision to replace the void, annulled or invalid provision that corresponds as much as possible to its purpose and purport.
- 14.7. In all cases not provided for in the Agreement or the General Terms and Conditions, consultation will take place between ANP and Client.

## **Part II: TERMS AND CONDITIONS SaaS services**

### **15. Applicability**

- 15.1. This part of the General Terms and Conditions applies exclusively to SaaS Services.

### **16. Rights and obligations ANP in SaaS**

- 16.1. ANP endeavours to ensure that the SaaS Service remains secure and reliable according to continuously updated standards and that it is provided with updates and new features and functions. ANP does not guarantee that the SaaS Service will be secure and reliable at all times.
- 16.2. ANP endeavours that all available functionality offered at the time of purchase of the SaaS Services will remain supported for the entire term of the Agreement (including any renewals). Nevertheless, ANP is authorised to make changes to the content or scope of the SaaS Service, and to renew or modify the software. ANP is not obliged to maintain, modify or add certain features or functionalities of the SaaS Service specifically for a Client.
- 16.3. ANP may temporarily decommission the SaaS Service in whole or in part for preventive, corrective or adaptive maintenance or other forms of service. ANP will not allow the decommissioning to last longer than necessary and if possible it will take place outside office hours.
- 16.4. ANP does not guarantee that the software to be made available as part of the SaaS Service is error-free and functions without interruptions. ANP will make every effort to repair errors in the software developed by ANP itself within a reasonable period of time.
- 16.5. ANP is not liable and the Client is not entitled to any form of compensation, discount and/or damages if the SaaS Services are temporarily unavailable in whole or in part or contain errors provided that ANP complies with the obligations in Articles 16.3 and 16.4.
- 16.6. ANP is not liable for loss or mutilation of data, data or information of Client or third parties in the performance of the SaaS Services. ANP will take appropriate technological and organisational measures to protect the data (including through backups and redundancy). Data in question are, for example, organisational and user settings, search profiles and content including Articles, Image Material and/or press releases. In case of data loss, ANP makes every effort to reconstruct this data as well as possible together with the Client.
- 16.7. In order to prevent liability towards third parties or to limit the consequences thereof, ANP is always entitled to take measures. The Client shall immediately remove data and/or information originating from the Client from ANP's systems at ANP's first request, failing which ANP may remove that data and/or information itself or make access to it impossible.

### **17. Client's rights and obligations with SaaS**

- 17.1. The Client is responsible for providing at its own expense an active internet or data connection and necessary hardware and software according to ANP's specifications, if any, to use the SaaS Services.
- 17.2. The Client is only authorised to use the secure access to the SaaS-Service for itself or its own organisation, the Client is not allowed to make this secure access to the SaaS-Service available to third parties in any way free of charge or against payment.

- 17.3. The Customer will not attempt to copy, modify, compile or imitate (parts of) the software made available via SaaS, or have this done.
- 17.4. The Client will at all times behave carefully and not unlawfully when using SaaS Services, in particular by respecting the intellectual property and other rights of third parties, respecting the privacy of third parties, not gaining unauthorised access to systems, not spreading viruses or other harmful programmes or data and refraining from criminal offences.
- 17.5. Client is responsible for the intended use of the SaaS Services and the manner in which the results thereof are deployed, in particular when the results are based on Client's own data or information. The responsibility for the data processed by Client using SaaS Services or Hosting lies entirely with Client. The Client warrants to ANP that the content, use and/or processing of the data is not unlawful and does not infringe any right of a third party. The Client indemnifies ANP against any legal claim by a third party, on whatever grounds, in connection with these data or the performance of the Agreement.

### **18. Fair Use Policy**

- 18.1. ANP applies a Fair Use Policy for the use of SaaS Services. This includes the use of online storage and internet traffic.
- 18.2. ANP does not set concrete maximum limits on the use of SaaS Services. ANP relies on Clients not making excessive use of the SaaS Services compared to normal use. By normal usage, ANP means Clients' average usage per user taking into account the type of contract, with a bandwidth of 10%. Incidental exceeding of normal usage will be tolerated by ANP. When structurally exceeding normal usage (more often than once a month), ANP will inform the Client and make a proposal to get back within the margins of the Fair Use Policy. This may be by an action, by adjusting the Services or by an additional fee.
- 18.3. ANP reserves the right to take appropriate unilateral measures in case of violation of the Fair Use Policy by a Client, for example by removing online stored material of Client or by (temporarily) blocking or deleting a user. Serious violation of the Fair Use Policy by a (user of) Client qualifies as default by Client and provides grounds for ANP to terminate the Agreement.

### PART III: TERMS AND CONDITIONS ANP PHOTO

#### 19. Applicability

19.1. This part of the General Terms and Conditions applies exclusively to the ANP Foto Service.

#### 20. Realisation of Agreement

20.1. In addition to the provisions of Article 3.2, an Agreement with regard to the Service is concluded as follows:

- (i) if Client makes use of ANP's digital image databases: by the actual downloading of Image Material into Client's own system;
- (ii) in the case of (an) Image Material sent unsolicited by ANP, digitally or otherwise, to the Client: at the moment that the Client receives the Image Material and either accepts it or downloads it; or
- (iii) if the Client uses any Image Material.

#### 21. Delivery

21.1. Image material is made available via the Internet and/or via digital transmission or Client gains access to a digital image bank of ANP.

21.2. ANP is entitled to charge Client a fee for its services, which in any case includes handling costs. Costs for research and discussions are calculated according to the applicable hourly rate.

21.3. If a particular mode of shipment or personal delivery is agreed, the costs involved shall be borne by the Client.

21.4. Complaints should be reported to ANP in writing as soon as possible but in any case within ten working days after delivery.

#### 22. Copyright, portrait rights and licence

22.1. Unless otherwise indicated by ANP, the copyright on the Image Material made available to Client by ANP is vested in ANP or its licensors.

22.2. Unless expressly agreed otherwise in writing, no copyrights or other intellectual property rights are transferred to Client and, if agreed, Client only obtains non-exclusive permission (licence) to use the Image Material once in the agreed manner and for the agreed purpose and medium and - if applicable - for the agreed circulation. Permission to publish the Image Material in one medium never implies permission for (simultaneous) publication in another medium. The permission (licence) is interpreted in a limited way for the benefit of ANP and its licensor.

22.3. Client is not authorised to change or edit the Image Material without ANP's prior permission. The copyrights to the modified Image Material will be vested in ANP and Client will, at ANP's first request, carry out the necessary formalities to effect a full transfer of all copyrights to ANP free of charge.

22.4. Prior to every intended publication and/or reproduction of Image Material made available, Client shall inform ANP of the intended use, including purpose, medium, duration and manner of use, and the circulation or, in case of use on the Internet, the website(s) on which the Image Material will be used. Immediately after publication of the Image Material, Client shall provide ANP with a proof copy of the publication without charge.

22.5. The Client shall ensure that when publishing and/or reproducing the Image Material made available, the rights

relating to personality laid down in Article 25 of the Copyright Act are respected and that the following statement is clearly placed on or under the Image Material or in the colophon with a reference to the relevant Image Material, unless the Image Material states otherwise: © ANP 20.../Photo: [name of photographer and/or agency]. In the case of digital/electronic publication/reproduction, Client is also obliged to ensure that the complete metadata - as they have been made part of the digital file by ANP - are preserved; this concerns information according to the IPTC or XMP standards. In case of non-compliance with the obligations referred to in this Article, ANP will be entitled to additional compensation without losing any other rights, including the right to damages, of at least 100% of the amount owed for user rights.

22.6. The Customer may not republish, resell, sublicense, take the Image Material on behalf of another person, use it in a downloadable or printable format intended for distribution, co-brand or publish it in press releases, newspapers, magazines, books or (advertising) leaflets, unless otherwise agreed in an agreement signed on behalf of both parties.

22.7. In the case of agreed use on the Internet, the Client shall ensure that the image resolution of the Image Material displayed by it on the Internet shall not exceed 72dpi. The Customer shall make every reasonable effort to ensure that the Image Material displayed on the Internet cannot be reproduced by third parties and shall in no case facilitate or actively offer this.

22.8. Client is not entitled to store the Image Material in a digital archive or to grant permission to third parties to store the Image Material in a digital archive without ANP's express written permission.

22.9. In the event of use of Image Material by Client that has not been agreed upon in writing or that contravenes these General Terms and Conditions, ANP is entitled to compensation amounting to at least three times ANP's usual fee for such a form of use, with a minimum of € 250 per Image Material, without prejudice to any other rights of ANP or its licensor, including the right to damages. In addition, Client is in that case obliged to cease and desist any use of the Image Material in question with immediate effect.

22.10. A licence granted by ANP to Client relates exclusively to the copyright vested in the Image Material itself, and not to rights vested in works, products, objects or brands of third parties depicted thereon or to the rights of persons portrayed. Client is himself responsible for ensuring that he does not infringe on these rights and - to the extent necessary - obtains permission from the person(s) portrayed and other entitled parties. Upon request, ANP will make every effort to cooperate to the best of its ability in tracing the relevant rights holder(s).

22.11. The Client shall not use the Image Material in such a context that it is harmful to ANP, its licensors, a person portrayed or a third party, such as but not limited to use in a way that is detrimental to honour and reputation, violates privacy, is of a sexual nature, involves a serious accusation, or is otherwise unlawful.

22.12. Unless otherwise stated, the Image Material provided by ANP is not model released or property released. If ANP has obtained the Image Material under licence and is mentioned as model released or property released, Client is obliged to observe the terms and conditions of the licensor regarding use of this Image Material. These conditions can be

- requested from ANP.
- 22.13. ANP reserves the right not to allow certain use of Image Material on any grounds whatsoever. ANP will inform Client in such a case. If a licence has already been granted, it will automatically and immediately be revoked upon such notification. The parties will then consult about replacement Image Material or a financial arrangement.
- 22.14. If ANP has agreed a licence with Client for use on social media platforms, the present terms and conditions shall apply in addition to the other provisions of this article:
- a) ANP grants Client a non-exclusive licence to use the Image Material on the agreed platform(s), hereinafter 'the Platform(s)'. Permitted use means the one-time publication of the Image Material on the Platform, for the agreed account(s).
  - b) The general terms and conditions applied by the Platform provider do not apply. Insofar as required, these are explicitly rejected by ANP.
  - c) Third parties are permitted to share the Image Material only on the same Platform, exclusively within the original context. Use by third parties outside the initial Platform is an infringement of the copyrights of ANP or its licensor.
  - d) Image Material by French news agency AFP may not be used in any way on the platform TikTok.
- 22.15. The use of Image Material is under Client's own responsibility; any damage resulting from this is entirely at Client's expense.
- 22.16. Client indemnifies ANP and its licensors both in and out of court against all claims by third parties arising from a violation of the provisions of this article.

#### PART IV: TERMS AND CONDITIONS ANP360+/ANP App

##### 23. Supplementary definitions

In this part of the Terms and Conditions, in addition to the definitions set out in Article 1, the following definitions shall apply:

**Source Set:** A group of Sources, purchased together by ANP based on one price table. ANP offers these Source Sets separately at a group price.

**Feed:** A subject on which Client wants to follow the articles published in available Sources. To this end, ANP creates (a) search query(s) in consultation with Client that gives Client access to the Articles published in the available Sources on that subject.

**Licensed Sources:** Content on which ANP has made licence agreements with Licensors and on which royalties are paid. This expressly excludes photographs, graphics, drawings, comics/cartoons, advertisements, price information and the like, as well as editorial text and/or articles that have been placed in the publication concerned but for which the rights holder has not given permission for the use referred to in this agreement.

**Headline:** The title, source and date of an Article made available by ANP via the Service, possibly a text fragment from the Article and a hyperlink giving access to the full content of the Article. The hyperlinks of all Licensed Sources are active for 3 months by default.

**Portal:** A fully Internet-based information portal, which can be accessed by Administrator(s) and Authorised User(s) by logging in.

**Publicly Available Web Sources:** Sources selected by ANP for the Service that are publicly and freely available on the Internet. Excluded are sources that the owner indicates should not be included.

**Standard Use:** The actions permitted to Client, the Administrator and Authorised Users and which are further described in Article 25.

##### 24. Applicability

This section of the General Terms and Conditions applies exclusively to the ANP 360+ Service and the ANP App.

##### 25. Licence for Standard Use

- 25.1. The Client acquires a non-exclusive licence for the Standard Use of the Service, Articles and Headlines, subject to the conditions and limitations of these General Terms and Conditions. Standard Use means (exclusively) the following use:
- a) The Administrator's selection of Articles exclusively for the Authorised Users and subsequent publication in a manner agreed with ANP of Headlines of the selected Articles in the Portal or on the Client's intranet accessible exclusively to Authorised Users and/or the inclusion of Headlines in e-mail newsletters to Authorised Users. The Administrator shall only be entitled to open and read Articles to the extent necessary for the use referred to in the previous sentence, and the number of Articles to be opened shall be in reasonable proportion to the number of Articles selected for the benefit of Authorised Users.
  - b) Authorised Users may read and print the Articles solely for the purpose of their own business use by the relevant Authorised Users. Authorised Users are not entitled to make Headlines or (reproductions of) Articles available to third parties or to grant third parties access thereto.
- 25.2. ANP may make delivery of the Service subject to the condition that Client agrees to the terms of use of the Licensors concerned before delivery of the Service is started or a delivery that has already started is continued.
- 25.3. The Standard Use is thereby subject to the following conditions and restrictions:
- a) Client is not entitled to any use beyond the use described in Article 25.1 of these General Terms and Conditions by Administrators and Authorised Users unless otherwise agreed in the Agreement;
  - b) Client's use is additionally subject to the conditions and limitations of Licensor's terms of use accepted by Client, which may further limit and impose further conditions on the use of the Headlines and Articles permitted to Client;
  - c) Client shall refrain from any use of the Service, the Articles and the Headlines that is not permitted under subparagraphs a) and b) of this clause 25.3. This means that the Client shall, for example, but not exclusively, refrain from:
    - modifying and/or adapting the Headlines or Articles;
    - the reproduction of Headlines or Articles that is not strictly necessary for the Standard Use;
    - providing access to (any part of) the Service to others than the Administrator(s) and Authorised Users, in

which respect Client shall ensure that the Intranet is not accessible to others than Authorised Users;

- use for the purpose of building an archive.

Headlines published on the Intranet should be completely removed from the Intranet within three months of publication;

- the production of paper clippings and their distribution within or outside the Client's organisation;
- use without Crediting of source. Client shall ensure that every Headline published in the Portal, on the Intranet and in e-mail newsletters remains unchanged and provided with (a) credit(s). To this end, ANP shall ensure that Headlines are delivered to Client with Source Attribution and that it is possible for Client to integrate the credit(s) when publishing the Headlines in the Portal, on the intranet and in the e-mail newsletters. Client shall owe ANP an immediately due and non-mutable fine of 100% of the quarterly price applicable to Client for each separate breach of the obligation of Crediting, without prejudice to the other legal rights of ANP and its Licensors, such as the right in the event of such a breach to additionally obtain performance, a ban on further breaches and damages.

25.4. Should this be necessary in exceptional cases, which hardly ever occur in practice, ANP is entitled to withdraw one or more Headlines by means of a written notification to Client, if requested by a Licensor or if ANP can reasonably assume that the use of the Headlines or providing access to the Articles through the Service infringes or threatens to infringe on the rights of third parties, or otherwise create claims against or damage to ANP. Client will remove the Headline(s) and Article(s) concerned from its systems and intranet as soon as possible, but no later than within 24 hours after receiving this notification. ANP shall not be liable for any damage suffered by Client as a result, and the withdrawal of Headlines shall not constitute a breach of the Agreement by ANP and shall not constitute grounds for termination or rescission of the Agreement or for reduction of the fee payable by Client to ANP for the Use of the Service.

#### **26. Delivery of Licensed Sources**

26.1. ANP shall make Headlines from newspapers available to Client no later than the following times:

- Monday to Friday: Morning newspapers 8 a.m. / Afternoon newspapers 5 p.m.

- Saturday: 10 a.m.

26.2. ANP is only obliged to deliver in accordance with this article if the Articles have been published by its suppliers on time and in the usual manner and have been made accessible to ANP on time.

#### **27. Delivery of Publicly Available Web Sources**

27.1. ANP makes selections from Publicly Available Web Sources. ANP does not intend to be exhaustive, but chooses sources that have news value, offer original content and publish new content with some frequency.

27.2. Additionally, ANP offers its customers to add new web sources to the selection of Publicly Available Web Sources upon request.

27.3. ANP can only add web sources if there are no technical, commercial, legal or content objections. Web sources that require registration or login will not be included. Furthermore, ANP reserves the right to refuse to add a web source, regardless of the reason.

27.4. ANP provides Headlines within the Service that link to the original web source in which the Articles appeared. ANP does not provide the full Article.

27.5. ANP makes Headlines from Publicly Available Web Sources available to Client as soon as possible after publication, but does not guarantee in any way to be complete or current. Given the amount of sources, the amount of technical changes therein and the fact that there are not in all cases agreements between the owners of the websites and ANP, ANP cannot guarantee delivery.

#### **28. Use by Intermediaries**

28.1. If Client wishes to outsource all or part of the activities of Administrator to an Intermediary, whether or not for payment, the following additional conditions must be met:

- a) Client ensures that ANP is informed in advance of the identity and full contact details of the Intermediary.
- b) The Intermediary must sign in advance the Agreement, as well as any terms of use of Licensor(s) of ANP and, if required by Licensor(s), an agreement with the Licensor(s);
- c) The Intermediary is not entitled to use the Service(s) for itself and is only entitled to perform the actions necessary to fulfil its role as Administrator on behalf of the Client;

- d) Client warrants that the Intermediary will keep the Login Data confidential and will take all reasonable organisational and technological measures necessary to protect the Login Data, the Service, the Articles and the Headlines against knowledge and/or use by third parties.
- e) ANP is at all times entitled to inspect the systems used by the Intermediary for the performance of its work as Administrator for Client.

28.2. ANP is entitled to refuse outsourcing to an Intermediary.

28.3. Client is responsible for compliance by the Intermediary with the Agreement, these General Terms and Conditions and any terms of use of Licensors and is liable for any damage arising from any action by the Intermediary that contravenes them. The Intermediary is also directly jointly and severally liable to ANP and its Licensors for any breach by the Intermediary of the Agreement, these General Terms and Conditions and any terms of use of Licensors.

#### **29. Compensation**

29.1. The fee payable by Client to ANP is set out in the Agreement and includes the fee for the use of the Service and for the use of the Articles and Headlines permitted under these General Terms and Conditions and the Agreement.

29.2. The amount of the fee depends, inter alia, on the maximum number of Authorised Users and the maximum extent of Client's use of the Headlines and Articles per Source or Source Set, as stated in the Agreement.

29.3. If during the term of the Agreement it appears that the number of Headlines or Articles used by Client is structurally higher than agreed, ANP will inform Client of this and Client must compensate for the specific Source or Set of Sources during the remaining term, or the pre-invoiced due (monthly/quarterly) fee must be increased. Upon any termination of the Agreement, ANP retains the right to post-bill the additional consumption and it remains the obligation of Client to pay it. ANP will inform Client and/or Intermediary about usage during the term.

29.4. If, towards the end of a contract year or contract period, it

appears that in the past year or contract period there has been more than 10% additional usage or that the maximum number of Authorised Users has been exceeded, the maximum number of Authorised Users or the maximum scope of usage as well as the pre-invoiced fee payable by Client shall be adjusted accordingly for any subsequent year.

- 29.5. If Client uses Licensed Sources, the amount of the fee shall also depend on the fees charged by the Licensors to ANP for the use of the Headlines and Articles. If increases or decreases occur in the fees charged by Licensors to ANP, ANP will pass these on to Client by increasing/decreasing the fee payable by Client to ANP by the same percentage, with the increase/decrease applying from the date of increase/decrease by the Licensor.

### 30. Liability

- 30.1. The Service is provided "unmodified" and "as available". Neither ANP nor its licensors or other suppliers guarantee that the individual Articles are correct and/or complete, expressly disclaim all warranties and accept no liability in this regard.
- 30.2. ANP is not responsible for the content of the Articles and content made accessible via the Service and therefore does not accept any liability for damage experienced by Client as a result of this content.
- 30.3. The Sources forming part of the Service may change from time to time. This partly depends on the licensing agreements between ANP and Licensors. It is therefore possible that a certain Source is no longer available at a certain moment or that a Source is added. Changes in the Sources do not constitute a failure by ANP to comply with the agreement and do not constitute grounds for Client to terminate, dissolve or terminate the User Agreement or to reduce the fee owed by Client to ANP. However, should changes in the Sources result in a substantial part of the Sources being discontinued at a certain point in time without any new Sources in return, the parties will consult with each other on an appropriate reduction of the fee owed by Client with effect from the date of the change.
- 30.4. ANP is entitled to suspend further performance of the Agreement, or to proceed to immediate interim termination of the Agreement, without being liable to pay compensation if Client, any Intermediary, the Administrator or an Authorised User performs an act that infringes intellectual property rights, including copyrights, on the Service, Headlines and/or Articles and/or damages or could damage the name and reputation of ANP, its Licensors and/or other rights holders.
- 30.5. From the date the Agreement ends, is terminated or dissolved for whatever reason, Client is obliged to ensure that the use of Headlines and Articles ceases with immediate effect and that the Headlines and Articles are removed from Client's systems with immediate effect.

## Part V: TERMS AND CONDITIONS ANP CONNECT

### 31. Additional definitions

- 31.1. In this part of the General Terms and Conditions, in addition to the definitions set out in Article 1, the following definitions shall apply:

**Customer:** third parties to whom ANP supplies Material.

**ANP Connect Image:** Image Material, supplied by Client through the Distribution Platform, for distribution by ANP to Customers. ANP Connect Image is part of the service cluster ANP Connect.

**ANP Expert Support:** the Service consisting of the distribution of Expert Quotes from Clients by ANP to Customers through one or more channels of ANP, and related services. ANP Expert Support is part of the service cluster ANP Connect.

**Distribution Platform:** a remotely accessible software application of ANP (SaaS Service) that allows Clients to (inter alia) provide Material to ANP for the execution of the Services belonging to ANP Connect. On the effective date of these General Terms and Conditions, ANP has two Distribution Platforms: ANP Connect and News Manager.

**Expert(s):** A person working for the Client who has a demonstrable reputation in the sector(s) in which the Client operates and about which Expertquotes are written by that person.

**Expertquote:** 'expert opinion' formulated by Expert about or in response to a topical news subject that is included in the Expertquotes section and made available via the ANP App and/or [pressportaal.anp.nl](http://pressportaal.anp.nl), among others.

**Material:** all material placed by the Client on the Distribution Platform, including but not limited to Press Releases, Expert Quotations and Visual Material.

**Press Release:** a text, video, audio message, supplied by Client through the Distribution Platform, for distribution by ANP to Customers.

**Website:** [www.connect.anp.nl](http://www.connect.anp.nl).

### 32. Applicability

- 32.1. This section of the General Terms and Conditions applies exclusively to ANP Connect.

### 33. Distribution Platform

- 33.1. The ANP Connect Service, which includes ANP Expert Support are carried out in whole or in part using a Distribution Platform. This is a SaaS Service to which Part II of these General Terms and Conditions applies.

### 34. Press Releases and Expert Quotations

- 34.1. ANP will make every effort to distribute Press Releases to domestic and foreign Customers by means of, among others, ANP Net and email, ANP's website(s) and third-party distribution channels. Clients can request and receive Press Releases digitally from ANP via ANP Connect for publication and reproduction purposes. On request, ANP will provide Client with an overview of Customers and relevant information from ANP Connect and/or News Manager.
- 34.2. Client's specific requests, wishes or choices, such as but not limited to the choice of publication "under embargo" distribution in a specific branch or region, or dispatch to specific addressees, should be made known to ANP by Client in a clear, timely manner and in the manner prescribed by ANP. If, in the opinion of ANP, such requests do not meet the (quality) requirements prescribed by ANP, ANP is entitled, without becoming liable or liable for damages in any way, to reject and/or not implement Client's requests.
- 34.3. ANP disseminates relevant news and Expertquotes through the Distribution Platform. Clients have far-reaching control over their communications but they should adhere to the principles of care and credibility. In the common interest,

ANP therefore monitors the content distributed via the Distribution Platform or other ANP channels. This concerns all forms of distribution, such as: placement on ANP Net, ANP's websites and mail distribution to journalists from the database. Client guarantees to comply with the following rules and principles for Press Releases from ANP, and any further rules and principles that may be instituted by ANP from time to time:

- a) Press releases should contain a clear, current and newsworthy angle and be free of advertising and spam.
- b) Press releases should contain the following features/qualities:
- c) Newsworthy content: common angles include up-to-date information on a new product or service, a business expansion or recent event, an organisational milestone such as an anniversary or award, or expert advice on a topic currently in the news. The news lead should be clearly stated in the headline.
- d) Objective tone - in third person: Press releases should be free of "marketing language" and direct addressing (i.e. "you", "I", "we", etc.), unless used in a quote from a spokesperson of a company or organisation. Directly addressing the reader is a sign that the content is an advertisement rather than a press release. This also applies to exclamations points; hyperbolic product claims; descriptions of a product or service as great or unique, or the use of capital letters to emphasise the credibility of the product or service.
- e) Valid contact details: Press releases should include a valid name, phone number and e-mail address in the contact details.
- f) Written consent: in certain cases, such as for listed companies, with the use of a ticker or for significant announcements such as (but not limited to) those relating to mergers and acquisitions, ANP may require written consent from a member of management before a press release is approved for distribution.
- g) Standard grammar and spelling: Press releases should be free of spelling and grammatical errors and should be written entirely in English or Dutch. While jargon and acronyms are common in natural language, make sure you include definitions for jargon so that the average person can understand it too.

### 35. ANP Connect Image

- 35.1. ANP will make efforts to send Image Material to Buyers by means of, inter alia, the Internet. Suitable Image Material will be included in the ANP image database for a maximum period indicated by ANP. Customers have access via the channel/database 'ANP Connect Image' to the Image Material supplied by Clients for publication and reproduction purposes. Upon request, ANP shall provide Client with an overview of the Customers and relevant information from ANP Connect Beeld.
- 35.2. Client is obliged to provide the supplied Image Material with the name of the creator, a date and a caption. The caption should provide a description of the Image Material and its subject matter.
- 35.3. If the Client has supplied the data in time, ANP will make efforts to include the following with the Image Material supplied by Client: "Source: ANP / (name of Client, or other name given by Client)", the caption and the date.

### 36. Material

- 36.1. Client should deliver the Material, where possible digitally, in the format announced by ANP from time to time via the Distribution Platform. If this is not possible, Client is entitled to deliver the Material in another way to be agreed upon. The Material delivered must be of good quality (at least the quality requirements set by ANP from time to time).
- 36.2. ANP is at all times entitled to refuse Material, without becoming liable or liable to pay damages to Client in any way. ANP will inform Client of this refusal in writing as soon as reasonably possible, giving reasons.
- 36.3. ANP does not guarantee that the Material supplied by Client can be included (properly or correctly) in ANP Connect or otherwise disseminated or distributed. If Material cannot or cannot properly be distributed, ANP shall inform Client thereof. Parties will then consult on alternatives to distribute the Material.
- 36.4. Sent Material is at all times at the risk of Client. ANP is not liable for wear, mutilation, other damage or loss of Material sent by Client.
- 36.5. ANP does not guarantee that Customers comply with their obligation to mention the source and to print complete and correct captions with regard to the Material. ANP is not liable for any failure by Customers and/or other third parties to print such statements or to print them correctly or incompletely.
- 36.6. ANP is not liable for any other unauthorised use of the supplied Material by Customers and/or other third parties, except in case of intent or gross negligence of ANP.
- 36.7. ANP reserves the right to shorten, modify, refuse or remove Material from the Service if it violates the Agreement and/or laws and regulations, without this in any way leading to any right to compensation and/or liability of ANP. ANP will do the foregoing after written notification to Client and consent from Client, unless in cases of emergency no prior notification can reasonably be given. An emergency in the previous sentence will in any case exist if the failure to immediately change, refuse or remove Material is in violation of a statutory regulation, this may pose a threat to the continuity of either Party, this Material (potentially) infringes any right of a third party or is otherwise unlawful.
- 36.8. Client retains in principle the Intellectual Property Rights with respect to the Material. By providing Material, Client automatically grants ANP a free, worldwide, irrevocable, sub-licensable and transferable licence to disclose and reproduce this Material, all this in the broadest sense of the word. This right includes the right to disclose and reproduce in any manner known now or in the future, including (inter alia) disclosure and/or reproduction by means of slide, photograph, print, printed matter, email, fax, photo CD, CD-ROM, database, satellite, ISDN, network connections, internet, video and television.
- 36.9. Client guarantees that the performance of the Agreement and that the Material does not infringe any (Intellectual Property) rights of third parties and indemnifies ANP and the parties affiliated with ANP against all claims by third parties, arising in any way from and/or related to the allegation that (the use of) the Material infringes (Intellectual Property) rights of third parties.
- 36.10. ANP does not post and distributes:

a) Material with intent to harm: ANP does not distribute content intended to harm or retaliate against any person or group. Such content is defined as anything believed to be intended to: incite, advocate or express hatred, bigotry, racism or gratuitous violence; promote personal opinions that attack an individual or group; maliciously influence a company's shares; or stalk, defame, deceive, humiliate, disgrace or victimise an individual or group. Expressions containing elements contrary to fact or good taste will also be refused. ANP reserves the right to be arbitrator of when the content of a press release meets one or more of the above.

b) Advertisements: If your press release is primarily aimed at selling a product or service, then it is an advertisement and not Material that can be distributed through the ANP Press Support Service or ANP Expert Support. A good Press Release or Expert Quote informs the media and the general public about a newsworthy topic. If the primary purpose of the document is to sell without any other newsworthy element, publication will be refused.

c) Sexually explicit content: to ensure the integrity of our service for all, ANP does not accept content about sexually explicit material or products. Press releases or other Material must not contain references or links to sexually explicit material, illegal material or profane language. Please note that all websites with content for an audience of 18 years and above are considered sexually explicit.

d) Reprints/Copies: Images, articles, opinion pieces, columns or news items from other websites or publications, especially if they are copyrighted, are not Press Releases.

e) Duplicate Content: A Press Release or other Material can only be distributed through ANP once. In addition, most of each Press Release or other Material must contain original content.

f) Unapproved or misleading health supplements: ANP does not allow any Material on health supplements or health claims, regardless of any claims of legality. It is important to note that full disclosure of a product's ingredients must be available in the Material or on the associated website.

g) Posts about 'make money fast': ANP does not accept releases promoting online money-making or initiatives to get rich quick.

h) Material containing stock market, stock and/or investment advice: ANP does not accept releases promoting warnings, recommendations, advice or ratings for investments or investments.

\*ANP always has the final say in determining which content is suitable for distribution.