

# GENERAL TERMS & CONDITIONS ADS & DATA

Last modified: 15 April 2021

## 1. GENERAL

- 1.1. These General Terms and Conditions apply to each Agreement with Ads & Data relating to the goods and/or services offered by Ads & Data, including the offering of, following-up on and sale of commercial communications, advertising space, airtime and advertisements in the broadest sense and associated services ("**Advertisement(s)**") and this regardless of the media channel on which such Advertisements are sold.
- 1.2. These General Terms and Conditions apply to the exclusion of any (general) order or invoice conditions of the Customer.
- 1.3. These General Terms and Conditions must be read, understood and applied in conjunction with the Commercial Policy, the Ratecard, Privacy Statement, Technical Terms and, where applicable, a Data Processing Addendum ("**DPA**") (hereinafter collectively the "**Contractual Documents**"). The Contractual Documents govern each and every Agreement with Ads & Data. In the event of any conflict between the Contractual Documents, these documents shall prevail in the following order: Commercial Policy, Ratecard, DPA, Technical Terms, Privacy Statement and General Terms and Conditions.
- 1.4. Deviations from the Contractual Documents are only possible with the prior explicit written consent of Ads & Data.

## 2. AGREEMENT AND ORDER

- 2.1. An Agreement will only be deemed to come into existence by means of (i) an explicit written consent of Ads & Data of the order form signed by the Customer (whether or not by e-mail), (ii) a request via an Ads & Data online platform or (iii) tacit execution of the order or request by Ads & Data.
- 2.2. Any cancellation or change to an order must be communicated to Ads & Data in writing. No change or cancellation of an order will be valid unless explicitly accepted and confirmed in writing by Ads & Data. Advertisements may only be changed or cancelled in accordance with the Commercial Policy.
- 2.3. The order form signed by the Customer or request via an Ads & Data online platform must be submitted to Ads & Data at least 10 working days prior to the requested start date of the services unless otherwise stipulated in the Commercial Policy.

### **3. GOODS AND/OR SERVICES**

#### **3.1. General**

- 3.1.1. Ads & Data delivers Advertisements through various media channels: TV, print, offline and online. Depending on the services and/or goods supplied and the media channels chosen, specific terms and conditions may apply, such as those set out in Articles 3.2, 3.3 and 3.4.
- 3.1.2. With regard to the materials that are to be supplied by the Customer, the additional Technical Terms of Ads & Data apply, which must be complied with by the Customer. These Technical Terms can be found at <https://www.adsanddata.be/en/techspecs-2/>.
- 3.1.3. If the Customer has not purchased, or has not purchased in full, the agreed-upon Advertisements within the term of the Agreement, the right to place these non-purchased Advertisements expires. In such case, the Customer shall pay the full amount corresponding to the agreed-upon Advertisements.
- 3.1.4. The Advertisement must be written in the language of the media channel on which it is to be published. Any deviation from this rule will be submitted for prior approval by Ads & Data.
- 3.1.5. Ads & Data reserves the right to refuse Advertisements that do not meet the Technical Terms. If the Advertisement does not meet the Technical Terms, it must be amended by the Customer in a timely manner. The Customer shall pay for the ordered Advertisement if it does not meet the Technical Terms or any other requirement set forth by Ads & Data in a timely manner. Ads & Data has the right to, but without being obliged to, try to make the materials ready for use and to charge the Customer for the additional costs incurred.
- 3.1.6. Ads & Data expressly reserves the right to modify the formal aspects of the Advertisements for technical reasons.
- 3.1.7. Without prejudice to Article 3.1.4 and Article 3.1.5, Ads & Data expressly reserves the right to refuse, suspend or terminate any Advertisement if:
- (a) Ads & Data believes that it may damage its image or distress the target audience;  
or
  - (b) it is of a political, philosophical or religious nature.
- Ads & Data reserves the right to refuse such advertising at any time, even if the order form has already been signed, and to stop its distribution during the campaign. The already distributed part of the campaign will nevertheless be invoiced.
- 3.1.8. Ads & Data does not insure the materials supplied for the execution of its services. Ads & Data is therefore not responsible for any damage to the materials or for loss or theft.
- 3.1.9. The materials supplied by the Customer are stored for a maximum of 12 months (for TV), 6 months (for online) and 1 month (for print) after its last showing.

**3.2. TV**

- 3.2.1. The spot lists (*spotlijsten*) on the order form are for information purposes only. Ads & Data may unilaterally and at its own discretion amend the spot lists in accordance with Article 13.1.
- 3.2.2. Ads & Data reserves the right, to unilaterally and at its own discretion make programming changes during the execution of the Agreement in accordance with Article 13.1.
- 3.2.3. Ads & Data assembles the advertising blocks at its own discretion, in a random (alternating) order containing advertising messages from different economic sectors.
- 3.2.4. Each Advertisement may relate only to one brand, trade name, product, service or company. Several brands, trade names, products, services or companies may be mentioned in one Advertisement only with the express prior written consent of Ads & Data.
- 3.2.5. Ads & Data may overwrite linear campaigns with addressable spots on complementary target groups. The performance of the linear campaigns shall be measured and re-evaluated in accordance with a CIM-approved methodology.

**3.3. Print**

- 3.3.1. For specific placement requests (specific days, special place or page), a higher price shall be charged according to the tariff conditions.
- 3.3.2. Placement in a particular place or on a particular day, or exclusivity on the page, cannot be guaranteed. All instructions of this type are considered wishes, which will be taken into account as far as possible. Under no circumstances shall non-compliance with such wishes give rise to any compensation or to a reduction in price.
- 3.3.3. For technical printing reasons, it is not always possible to publish an Advertisement exclusively on one particular media channel. If one rate is provided for simultaneous publication in different media, this cannot be split and the full price will be due even if publication on a single media channel was desired.
- 3.3.4. If the Customer leaves the creation of an Advertisement to Ads & Data, such costs will be charged to the Customer. If the Customer does not give specific instructions, Ads & Data cannot be held responsible for the way in which Ads & Data has designed the layout.
- 3.3.5. If a Customer ordering the insertion of an Advertisement to which reactions can be given wishes to remain anonymous, he may choose to direct such reactions to Ads & Data instead. In this case, the reactions will be kept available to the Customer for 15 days after the publication of the last Advertisement by the Customer. Any such request made by the Customer is at its own expense and risk. After the expiry of the 15-day period, Ads & Data may destroy any such reactions. Printed advertising materials (*reclamedrukwerk*) and mailings will not be forwarded.

### **3.4. Online**

- 3.4.1. The Customer will provide Ads & Data with materials that are completely ready to use and meet all the conditions and instructions of Ads & Data in a timely manner and in any case no later than 3 working days for .JPEG and .GIF material, and no later than 5 working days for Rich Media and Email materials, before the requested start date of the campaign.
- 3.4.2. Delivery times are not guaranteed and failure to deliver at a certain time does not constitute grounds for termination of the Agreement or for any obligation on the part of Ads & Data to pay compensation. Ads & Data cannot guarantee that the Advertisement will be placed on the website at a specific location and on a specific date.
- 3.4.3. Depending on the chosen media channel, it is possible that Customer must create a user profile on a third-party website and consequently accept the general terms and conditions of this third party. In any event, the Customer acknowledges and expressly agrees to the general terms and conditions of the following third parties to the placement of the Customer's Advertisement on the online platforms of any of these third parties:
- (a) Spotify (<https://www.spotify.com/uk/brands/legal/advertiser-terms-and-conditions/>);
  - (b) Snapchat (<https://www.snap.com/en-US/terms/io-master-terms#terms-non-us>);  
and
  - (c) LinkedIn (<https://www.linkedin.com/legal/pop/terms-for-paid-services>).

## **4. ADVERTISEMENT CONTENT**

- 4.1. The Customer is in any event responsible for the content of the Advertisement. Ads & Data cannot under any circumstances be held liable for the content, form or legality, or any inaccuracy in the materials supplied by the Customer. Ads & Data may include a number or any other indication, or to otherwise clearly indicate that it concerns an Advertisement, and may at all times disclose the identity of the Customer.
- 4.2. The Customer warrants that the performance of the Agreement with Ads & Data, the Advertisement, the delivered materials and the content thereof will be in accordance with the applicable legislation (including any self-regulation, codes of conduct etc.) and will not be contrary to public order or good morals. In the event of doubt regarding the application of these rules, the Customer will contact Ads & Data. Such consultation with Ads & Data however does not detract from the Customer's ultimate responsibility in terms of compliance with the law or any other rules.

## **5. PRICE AND PAYMENT**

- 5.1. Unless otherwise agreed in writing, all goods and/or services shall be delivered at the rates and prices as provided for in the Commercial Policy and the Ratecard of Ads & Data applicable at the time of acceptance of the order by Ads & Data or the request via an Ads & Data online platform.
- 5.2. All applicable current and future taxes, charges, VAT and transaction costs (including the costs of producing and delivering materials) shall be borne by the Customer and are not included in the price.

- 5.3. Invoices of Ads & Data are payable within 30 days of the invoice date by transfer to the account of Ads & Data as indicated on the invoice.
- 5.4. Ads & Data reserves the right to require advance payment of its invoices at any time.
- 5.5. In the event of non-payment by the due date, the applicable interest shall be due by operation of law (and without prior notice of default being required) at the rate specified in the Law of 2 August 2002 on the fight against payment arrears in commercial transactions, to be calculated on the invoice amount from the date of the invoice, as well as a fixed compensation of 10% of the total invoice amount with a minimum of €50.
- 5.6. In the event of non-payment by the Customer of any invoice of Ads & Data on the due date, the balance of all other Ads & Data invoices to the Customer, even if not yet due, will automatically and immediately become due and payable without notice of default. In such case, Ads & Data may suspend the execution of the Agreement or any other agreement with the Customer, reserving all rights of Ads & Data and without any compensation for the Customer.
- 5.7. Complaints concerning invoices must be made within 10 working days of the invoice date under penalty of cancellation in accordance with Article 10.

## **6. DURATION AND TERMINATION**

- 6.1. The Agreement will remain in force for the period stated on the order form accepted by Ads & Data.
- 6.2. Ads & Data may terminate the Agreement immediately by registered letter and without judicial intervention being required, without prejudice to the right to damages or any other compensation on the part of Ads & Data, if:
  - 6.2.1. the Customer has not paid any amount due to Ads & Data under the Agreement or any other agreement between Ads & Data and the Customer during a period of more than 10 days after the date on which this amount becomes due or after the expiry of the applicable payment term;
  - 6.2.2. the Customer has breached one of its obligations under the Agreement and, insofar as the breach can be remedied, the breach has not been remedied within 10 days of the Customer being notified in writing of the breach; and
  - 6.2.3. in the event of bankruptcy, evident insolvency or the commencement of judicial reorganisation proceedings by the Customer.
- 6.3. If the Agreement is terminated prematurely for any reason whatsoever, the production costs incurred and/or borne by Ads & Data may be recovered in full from the Customer.
- 6.4. Ads & Data may immediately suspend or terminate the Advertisement in the event of an order or decision by a competent government or judicial authority regarding the Advertisement, without owing any compensation to the Customer. If, as a result of such an order or decision, the Customer or Ads & Data is ordered to publish a corrected text, an extract or the entire judgment, a response from a third party or any other form of correction, the Customer shall make this publication at the normal rates and prices.

**7. LIABILITY**

- 7.1. Ads & Data will not be liable (regardless of whether the Customer sues Ads & Data contractually, extra-contractually, pre-contractually or on any other legal basis) for any damages arising out of or in connection with the Agreement, including but not limited to:
- 7.1.1. non-publication or an incorrect or late publication if the materials supplied were late or non-compliant;
  - 7.1.2. economic loss or damage, loss of profit or anticipated profit, loss of turnover or impairment of goodwill, loss of time, wasted overhead or delay, in each case whether direct, indirect or consequential; or
  - 7.1.3. all consequential, indirect or special damage of any kind (irrespective of the cause), on the understanding that consequential damage must be understood to mean any damage that the Customer suffers in respect of third parties (irrespective of the nature thereof and the legal basis on which the Customer is sued).
- 7.2. The Customer accepts deviations regarding the quality, colours and dimensions of Advertisements that are inherent to the nature of the media channel used, the reproduction and the (printing) technique used.
- 7.3. The Customer will fully indemnify and hold Ads & Data harmless against all claims, in or out of court, from third parties as a result of the Customer's failure to fulfil its obligations under these General Terms and Conditions. The Customer will pay any amount, including interest and costs, that Ads & Data would have to pay for impermissible or unlawful Advertisements.
- 7.4. If the Customer concludes the Agreement for the benefit of a third party, the Customer cannot rely on the agreement between himself and this third party, or a breach thereof, in order to release himself from the obligation to comply with these General Terms and Conditions and the Agreement. The Customer is jointly and severally liable with this third party for the performance of all obligations entered into by the Agreement and the payment of any invoice, even if this invoice is sent to such third party. This third party shall in all cases be deemed to have accepted these General Terms and Conditions. The Customer shall ensure and shall make every effort to ensure that, prior to the conclusion of the Agreement, this third party is aware of these General Terms and Conditions and the liability arising therefrom for the third party and irrevocably accepts them.
- 7.5. Nothing in these General Terms and Conditions shall affect the legal rights of the Customer, insofar as such legal rights are mandatory in nature. Nor shall these General Terms and Conditions exclude or limit the liability of Ads & Data in the event of wilful misconduct, fraud or gross negligence on the part of Ads & Data or any of its representatives, agents or employees if and insofar as, under applicable law, such liability cannot be excluded or limited in respect of the Customer within the context of these General Terms and Conditions. Ads & Data's liability will be limited to the compensation of foreseeable, direct, personal and certain damage suffered by the Customer.
- 7.6. In all cases in which Ads & Data is held liable, its liability towards the Customer will be limited to the amount for which the Agreement, or the part of the Agreement that has not been executed or

executed incorrectly, has been entered into. This limitation does not apply in the case of physical injury and death.

## **8. INTELLECTUAL PROPERTY**

- 8.1. The Customer warrants and represents that in the performance of the Agreement it will not infringe on the intellectual property rights of any third party, including but not limited to copyright, related rights (*naburige rechten*), portrait rights and other rights. The materials supplied by the Customer to Ads & Data or the materials produced at the request of the Customer by Ads & Data will be completely free of rights at the expense of the Customer, so that Ads & Data will not have to pay any compensation directly or indirectly to the Customer or any third party. The Customer will fully indemnify and hold Ads & Data harmless against all claims, in or out of court, from any third party in this regard.
- 8.2. All works designed by Ads & Data remain its property and are protected by the applicable intellectual property rights. If the Customer wishes to have these works exploited by a third party, a separate compensation for this exploitation, to be agreed upon, will have to be paid by the Customer to Ads & Data.
- 8.3. Unless expressly agreed to in advance in writing by Ads & Data, no trademarks, trade names or logos of Ads & Data (or persons or companies with whom Ads & Data cooperates, including but not limited to its (indirect) shareholders and its affiliated companies) may be used in Advertisements, nor may any employees or representatives of Ads & Data be referred to or used.

## **9. DATA PROCESSING AND DATA PROTECTION**

- 9.1. In case of measurements by third parties, initiated by the Customer, any statistical difference compared to the statistics of Ads & Data must be communicated by the Customer to Ads & Data by email. This communication will be accepted until halfway through the predefined campaign period. Once this period has passed, the statistics of Ads & Data will be considered as the only valid reference. A deviation of 10% or less cannot give rise to any compensation. In the event of a deviation in excess of such a percentage, both parties will enter into consultation in order to reach a solution. This consultation does not imply any acknowledgement of an obligation to pay compensation.
- 9.2. The Customer acknowledges the importance of protecting personal data and guarantees compliance with data protection and electronic communications legislation, including but not limited to the European General Data Protection Regulation ("**GDPR**") and any secondary (European or national) legislation adopted pursuant to the GDPR such as the Belgian Law of 13 June 2005 on electronic communications to the extent applicable to the Customer. In this regard, the Customer agrees and warrants that it will assist Ads & Data in complying with its data protection obligations as well as, where applicable, signing and complying with the appropriate DPA.
- 9.3. The Customer undertakes and warrants that it will only collect (and procures to collect) data in connection with the Advertisement for the purposes of (i) the placement of the Advertisement; and (ii) the statistical measurement of the Advertisements and that, subject to the exception provided in Article 9.5, it will not collect (and will procure to collect) any data, including personal data, for any other purpose or third party. The Customer will only use third party code such as but not limited

to cookies and other trackers to perform quantitative and qualitative measurements in relation to the Advertisements placed. Subject to the foregoing, the Customer is expressly not permitted to use cookies, scripts or any other means to collect information, store information in or gain access to information in the equipment of users of the Ads & Data platforms. More specifically, the collection of information for the purpose of other forms of retargeting, audience targeting and behavioural targeting, information about the behaviour of users on the platforms of Ads & Data is not permitted without prior written consent of Ads & Data.

- 9.4. Customer acknowledges and agrees that without the express prior written consent of Ads & Data, Customer is not permitted to collect (or procures to collect) personal data via the Advertisement with a view to compiling and/or enriching any data(base) in order to (re)use it for the benefit of itself and/or third parties.
- 9.5. If the Customer (or the third party providing the consent) has obtained the unambiguous and active consent of the data subject for personalised direct marketing purposes, and can substantiate this with evidence, the Customer may use such personal data of the data subject with respect to the Advertisement. In such case, the Customer will unconditionally and without limitation indemnify and hold Ads & Data harmless against all possible claims from the data subjects, as well as against all possible complaints or fines from the data protection authority or a court of law. In that case, the Customer will act as the data controller of the data of its own customers (or in the case of a media agency, that media agency will act as the data processor of the advertiser's file) and in that capacity transfer the data to Ads & Data and the latter will use and process these data exclusively on behalf of and for the benefit of the Customer's campaigns and the Parties will sign a processing agreement. In the event the personal data of the Customer's data subjects are included in Ads & Data's central database, the Parties shall sign a DPA as joint data controllers.
- 9.6. The Privacy Statement (<https://www.adsanddata.be/en/privacy-policy/>) sets out the way in which Ads & Data will process personal data in performance of the Agreement.
- 9.7. The Customer agrees that Ads & Data monitor the Customer's compliance with its obligations under this Article 9. As this is an essential condition for the execution of the Agreement between the parties, the Customer agrees that its liability under this Article 9 shall not be subject to any limitation or exclusion under the Agreement towards Ads & Data, except in the case of force majeure.
- 9.8. If the Customer concludes the Agreement on behalf of a third party, the Customer shall impose the obligations as stated in this Article 9 on this third party. If this third party fails to comply with the obligations set out in this Article 9, the Customer shall remain fully liable towards Ads & Data and the operators of the media channels for its own actions and the actions of these third parties.

## **10. NOTICES AND COMPLAINTS**

- 10.1. All notices regarding an Agreement must be made in writing, in Dutch or English, and must be sent by courier or registered letter or be delivered in person to Ads & Data's registered office. Such notice shall be deemed to have been given on the third working day following the date of dispatch.
- 10.2. Complaints relating to the Advertisement must be brought to the attention of Ads & Data within a period of 5 working days following the publication of the Advertisement.



## **11. CONFIDENTIALITY**

- 11.1. The existence, subject matter and content of an Agreement are confidential. The parties are not permitted to disclose the contents of this Agreement except (a) to advisers bound by, or committed to, a similar confidentiality obligation, (b) in the context of a dispute relating to this Agreement, (c) if disclosure is required to comply with Articles 7.4 and 9.8 or a statutory obligation or (d) if this is strictly necessary for the performance of an Agreement, whereby the Customer acknowledges that if this is strictly necessary, Ads & Data may share confidential information with its partners such as SBS Belgium, Telenet, Mediahuis and Proximus.
- 11.2. The parties shall keep all information regarding the business operations, customers, suppliers and employees of the other party strictly confidential and not disclose it to third parties without the prior written consent of the other party.

## **12. SPECIAL CIRCUMSTANCES AND FORCE MAJEURE**

- 12.1. Ads & Data reserves the right to decide, in the event of special circumstances, to make (parts of) the available media free of Advertisements (e.g. by not placing any Advertisements on the front page or homepage in the event of breaking news).
- 12.2. Ads & Data cannot be held liable for failure to perform its obligations under an Agreement if such failure is caused by unforeseeable circumstances beyond the reasonable control of Ads & Data such as, but not limited to, explosions, fires, floods, terrorism, war, hostilities, accidents, delays in deliveries or non-deliveries by Ads & Data's suppliers, network failures, machine malfunctions or breakdowns, strikes or labour disturbances, obligations arising from court rulings, pandemics or governmental measures. In the event of such force majeure, the obligations of Ads & Data will be suspended. If the force majeure lasts longer than three months, both Ads & Data and the Customer may, without being obliged to pay any compensation, dissolve the agreement for the part that cannot be performed by means of a registered letter to the other party.

## **13. MISCELLANEOUS**

- 13.1. In the General Terms and Conditions and the Commercial Policy, the possibility is provided for Ads & Data to unilaterally change certain conditions. The right to unilaterally amend such terms and conditions is necessary in view of the rapid evolution that inevitably accompanies the platforms on which the Advertisement is placed. Ads & Data will only exercise such amendment rights if necessary in view of changing circumstances and the Customer acknowledges the reasons underlying such amendment rights.
- 13.2. Ads & Data does not undertake any additional obligation and does not provide any guarantee other than that stated in the Contractual Documents. Obligations, conditions and guarantees arising from the law, or in any other way are hereby excluded to the extent legally possible. Nothing in these General Terms and Conditions shall exclude any obligation, condition or warranty which cannot be excluded by law.
- 13.3. The Customer may not transfer the Agreement or the rights and obligations arising from it to a third party without the explicit prior written consent of Ads & Data. Ads & Data may transfer the

Agreement and/or the rights and obligations arising from it to one or more of its shareholders or its affiliated companies (in the sense of article 1:20 of the Belgian Companies Code).

- 13.4. No delay or failure on the part of Ads & Data to exercise any right in the event of breach or default of one or more provisions of the Agreement or these General Terms and Conditions shall impair such right or power or be construed as a waiver of such right.
- 13.5. If any provision of the Agreement or these General Terms and Conditions is held to be wholly or partly void or unenforceable, the Agreement and/or the General Terms and Conditions shall be deemed to have been retrospectively amended in such a way and to such an extent as to ensure that the court concerned will regard the provision in question and the other provisions of the Agreement and/or the General Terms and Conditions as valid and enforceable and to ensure that the original intention of the provision in question is achieved and pursued as far as possible. The nullity or unenforceability of any provision of the Agreement and/or the General Terms and Conditions will not affect the validity or enforceability of the other provisions of the Agreement and/or the General Terms and Conditions, which will apply and can be enforced as if the null or unenforceable provision had not been included in the Agreement and/or the General Terms and Conditions.
- 13.6. The General Terms and Conditions may be amended at any time by Ads & Data. Ads & Data therefore advises you to consult the General Terms and Conditions regularly on [www.adsanddata.be/algemene-voorwaarden/](http://www.adsanddata.be/algemene-voorwaarden/).
- 13.7. These General Terms and Conditions, any Agreement and any non-contractual obligation arising out of or in connection with it are governed by Belgian law, except for its principles of conflict of laws, which would lead to the application of another law.
- 13.8. All disputes arising from the interpretation and/or execution of an Agreement and/or these General Terms and Conditions (including disputes relating to non-contractual obligations arising from or connected with the Agreement) shall be finally settled by the competent courts of the judicial district of Brussels, Dutch-speaking section.

#### **14. DEFINITIONS**

- 14.1. Throughout these General Terms and Conditions, the following capitalised terms shall have the following meanings

"Ads & Data"	means Ads & Data NV, a limited liability company under Belgian law, with registered office at Harensessesteenweg 226, 1800 Vilvoorde and registered with the KBO under company number 0809.309.701 (RPR Brussels, Dutch-language section);
"Advertisement(s)"	means commercial communication, advertising space and advertisements (in the broadest sense) and associated services across various media channels: TV, print, offline and online;
"General Terms and Conditions".	means the general terms and conditions of Ads & Data, available at <a href="https://www.adsanddata.be/algemene-voorwaarden/">https://www.adsanddata.be/algemene-voorwaarden/</a> , as amended from time to time;

<b>"Commercial Politics"</b>	means the commercial policy of Ads & Data, found at <a href="https://www.adsanddata.be/compol/">https://www.adsanddata.be/compol/</a> , as amended from time to time;
<b>"Contractual Documents"</b>	means the General Terms and Conditions, Commercial Policy, the Ratecard, Privacy Statement, Technical Terms and the DPA together where applicable;
<b>"DPA"</b>	means the agreement relating to the processing of personal data that the Parties sign, where appropriate;
<b>"Customer"</b>	means any buyer of goods and/or services from Ads & Data, including those who act directly or indirectly on behalf of the aforementioned buyer (such as Media Buyers, Creative Agencies, marketing agencies, etc.);
<b>"Agreement"</b>	means the agreement entered into between the Customer and Ads & Data regarding the goods and/or services offered by Ads & Data;
<b>"Privacy statement"</b>	means the privacy statement of Ads & Data, available at <a href="https://www.adsanddata.be/en/privacy-policy/">https://www.adsanddata.be/en/privacy-policy/</a> , as amended from time to time;
<b>"Ratecard"</b>	means the ratecard of Ads & Data, available at <a href="https://www.adsanddata.be/en/rates-2/">https://www.adsanddata.be/en/rates-2/</a> , as amended from time to time;
<b>"Technical Conditions"</b>	means the specific Technical Terms of Ads & Data, available at <a href="https://www.adsanddata.be/en/techspecs-2/">https://www.adsanddata.be/en/techspecs-2/</a> , as amended from time to time.