

Generelle Vilkår og Betingelser for salg og levering (version 201902)

Definitioner

Annoncør: Personen eller den juridiske enhed, der indgår aftale med Daisycon;

Affiliate Aftale: Aftalen mellem Annoncør og Publisher hvor betingelserne og varigheden er fastsat, hvorefter Publisheren promoverer de produkter og/eller tjenester, der er udpeget af Annoncøren via sin Affiliate Kanal. Affiliate Aftalen etableres gennem gensidig accept af Publisher samt Annoncør inden for Daisycons netværk; hvis der ikke er specificeret en løbetid eller opsigelsesperiode i Affiliate Aftalen, gælder en ubestemt periode med en opsigelsesperiode på 2 arbejdsdage;

Publisher Aftale: Aftalen mellem Daisycon og Publisher hvor betingelserne og varigheden er fastsat, hvorefter Publisher kan være aktiv inden for Daisycons netværk. Publisher Aftalen etableres gennem registrering i Daisycons netværk samt gennem godkendelse af de Generelle salgs- og leveringsbetingelser og dernæst gennem godkendelse af Daisycon;

Affiliate Kampagne: Affiliate Kampagnen som Annoncøren udgiver på Publisher Netværket inden for bestemte produkter og services samt med hvilke Publishers, Annoncøren ønsker at indgå Affiliate Aftaler med. I det følgende betegnet som "Kampagne";

Generelle Vilkår og Betingelser: Generelle Vilkår og Betingelser for salg og levering for Daisycon;

Kampagnekredit: Kreditten, der er deponeret af Annoncøren ved hjælp af en fradragsberettiget forskudsbetaling for Kampagnens begyndelse og løbetid, og som fungerer som dækning for blandt andet de genererede transaktioner;

Konverteringspixel: Koden Annoncøren skal placere på sin hjemmeside for at muliggøre, at Daisycon kan måle transaktioner, der er genereret af Publishers (leads og salg), der forekommer på Annoncørens hjemmeside;

Daisycon: Virksomheden, der erklærer disse Generelle Vilkår og Betingelser, som er gældende for Aftalen;

Services: De services, som Daisycon skal udlevere til Annoncøren på grundlag af Aftalen;

File-hosting og datatrafikstillæg: Tillæg for datatrafik i forbindelse med registrering af klik samt transaktioner på Annoncørens hjemmeside og til hosting af filer (herunder for eksempel bannermaterialer, XML-feeds og logoer);

Lead Kampagne: Lead Kampagnen som Annoncøren udgiver på Publisher Netværket inden for bestemte produkter og services samt med hvilke Publishers, Annoncøren ønsker at indgå Affiliate Aftaler med. I det følgende betegnet som "Kampagne";

Netværksservice: Services udført af Daisycon for Annoncøren eller Publisher i forbindelse med og relateret til udførelsen af Aftalerne indgået med Annoncøren og Publisher, herunder for eksempel sporing, betaling af provisioner og kommunikation;

Netværksaftale: Enhver Aftale mellem Daisycon og Annoncøren, hvoraf a) Daisycon vil mægle i realiseringen af en aftale mellem annoncøren og en eller flere Publishers for deltagelse i en eller flere kampagner og b) Daisycon sikrer simplificering af udførelsen af Aftalen ved at tilbyde, herunder for eksempel kampagnemateriale, registrering af visninger, klik og/eller transaktioner og administrativ afvikling af betalinger. I det følgende benævnt "Aftale".

Netværksgebyr: Gebyr pr. Transaktion for Daisycon for sine netværksservices for alle Publishers, som er tilknyttet Annoncøren gennem kampagnen eller kampagnerne;

Part: Hver part i Aftalen;

Publisher: Personen eller den juridiske enhed, der promoverer Annoncørens produkt eller service gennem sin Publisher Kanal på baggrund af Publisher Aftalen. Publisheren er en selvstændig iværksætter eller en privatperson, som ikke kan betragtes som en hjælp hos Daisycon eller Annoncøren;

Publisher Channel: Online marketing-metoden anvendt af Publisheren for at promovere en Annoncørs Affiliate kampagne eller Lead kampagne;

Publisher network: Servicen som Daisycon tilbyder består af formidlingen af Publisher Aftaler mellem Annoncør og Publisher ved at anbringe Annoncørens Kampagne på sit netværk og på den anden side tilbyde sine netværkstjenester til Annoncøren og Publisheren med hensyn til gennemførelsen af Affiliate Aftalen, i det følgende benævnt "Netværk";

Publisher gebyr: Gebyret som Publisheren modtager fra Annoncøren i henhold til Affiliate Aftalen.

1. Generelt

1.1 Disse Generelle Vilkår og Betingelser er gældende for Daisycons servicetilbud- og udbud og udgør en integreret del af Aftalen mellem Daisycon og Annoncøren. Kun Daisycon og Annoncøren kan påberåbe sig de rettigheder og forpligtelser, som følger af aftalen og de tilhørende Generelle Vilkår og Betingelser.

1.2 Daisycon har ret til at ændre de Generelle Vilkår og Betingelser ensidigt og med øjeblikkelig virkning. Annoncøren vil blive informeret om ændringer af de Generelle Vilkår og Betingelser skriftligt og rettidigt. Ændringerne af de Generelle Vilkår og Betingelser gælder for alle eksisterende aftaler. Hvis Annoncøren fortsætter med at anvende servicerne efter ændring af de Generelle Vilkår og Betingelser, anses Annoncøren for at have accepteret disse ændringer.

1.3 Daisycon afviser udtrykkeligt anvendelsen af eventuelle Generelle Vilkår og Betingelser, der anvendes af annoncøren.

1.4 De Generelle Vilkår og Betingelser, eller en eller flere af bestemmelserne heri, kan kun fraviges ved skriftlig aftale mellem Daisycon og Annoncøren.

1.6 Annoncøren kan under ingen omstændigheder overføre rettigheder eller forpligtelser i henhold til aftalen helt eller delvist til en tredjepart uden forudgående skriftlig tilladelse fra Daisycon.

2. Formation af Aftalen

2.1 Aftalen er dannet ved en skriftlig bekræftelse af Daisycon af den mundtlige eller skriftlige ordre fra Annoncøren eller ved Annoncørens skriftlige accept af et skriftligt tilbud udstedt af Daisycon.

2.2 Hver Aftale er indgået under forudsætning af, at der er tilstrækkelig tilgængelighed af Servicerne og accept af Daisycons Annoncør.

2.3 På Annoncørens anmodning kan Daisycon udstede et skriftligt tilbud for levering af Service. Tilbuddet gælder for varigheden af det skriftlige tilbud. Hvis der ikke er varighed i tilbuddet, er tilbuddet gyldigt i 30 dage fra oprettelsesdatoen.

2.4 Erklæringer foretaget af Daisycon på en hjemmeside eller på anden måde relateret til Servicerne tilbydes gratis og er underlagt for ændring og tilgængelighed.

3. Generelle forpligtelser Daisycon

3.1 Daisycon vil tilbyde Service under overholdelse af bestemmelserne i aftalen. Daisycon forpligter sig til at udføre ordningerne i aftalen til det bedste af sine evner.

3.2 Daisycon
Daisycon forbeholder sig retten til helt eller delvis at suspendere udbuddet af Services til Annoncøren i tilfælde af, at Annoncøren ikke overholder nogen forpligtelse i henhold til aftalen.

3.3 Daisycon tilbyder og udbyder Services uden garanti for (uafbrudt) tilgængelighed, sikkerhed, egnethed, tilstedeværelse af vira, troværdighed eller andet.

3.4 Den aftalte startdato for Servicen er en måldato. Daisycon forbeholder sig retten til at udskyde udbuddet af Servicen på grundlag af uforudsete omstændigheder, herunder for eksempel til omstændigheder af teknisk art. I tilfælde af, at Daisycon udsætter startdatoen, vil Annoncørens eneste kompensation bestå af udbuddet af Daisycons service på et senere tidspunkt i en periode svarende til den aftalte periode eller alternativt levering af udskiftningstjenester til Annoncøren, alt sammen i høring med Annoncøren.

3.5 Daisycon har ret til at anvende Annoncøren i sine markedsføringsaktiviteter som reference i forhold til de ydelser, der udføres af Daisycon, medmindre andet er aftalt skriftligt.

3.6 Daisycon forpligter sig til at inkludere en mulighed for at registrere sig på Annoncørens kampagne og/eller kampagner (herunder vilkår som rater og betingelser).

3.7 Daisycon forpligter sig til at gøre Annoncørens kampagne og/eller kampagner tilgængelige til Publishers i netværket.

3.8 Hvis Annoncøren starter en Affiliate kampagne i Daisycon netværket, er Daisycon berettiget til at:

3.8.1 Daisycon forpligter sig til, via sine hjemmesider, at give Annoncøren indsigt i ansøgninger om optagelse til Annoncørens kampagne og i transaktioner registreret under kampagnen og/eller kampagnerne.

3.8.2 Daisycon forpligter sig til at tilbyde Annoncøren muligheden for at godkende eller afvise registreret transaktioner for kampagnen.

3.8.3 Daisycon forpligter sig til at give de tilknyttede Publishers indsigt i de beløb, der er modtaget fra Annoncøren for den relevante Publisher.

3.8.4 Daisycon vil betale Publishersnes gebyr til relevante Publishers, der er tilknyttet kampagnen (med undtagelse af den angivne Annoncør kommission). Daisycon vil akkumulere udbetalinger til en Publisher for alle pågældende kampagner, hvoraf denne Publisher tager del i og betaler direkte i henhold til betalingsplanen bestemt af Daisycon. Daisycon skylder ikke Annoncøren nogle rentebeløb, der midlertidigt er på Daisycons konto.

4. Forpligtelser og restriktioner Annoncør

4.1 Annoncøren vil købe servicen under overholdelse af bestemmelserne i Aftalen og disse Generelle Vilkår og Betingelser.

4.2 Annoncøren er forpligtet til at tjekke Daisycons forsyningstjeneste ved begyndelsen af forsyningstjenesten og herefter øjeblikkelig rapportere eventuelle mangler til Daisycon skriftligt, hvis Annoncøren anses for at have accepteret forsyningstjenesten.

4.3 Annoncøren må ikke benytte servicen i strid med bestemmelserne i Aftalen, de almindelige forretningsbetingelser, de relevante og gældende lovbestemmelser, Markedsføringsloven og i overensstemmelse med godkendsspecifikationerne.

4.4 Annoncøren må ikke anvende servicen for at:

4.4.1 Forøge og/eller publicere og/eller ændre softwaren eller andre materialer hvis forøgelse og/eller offentliggørelse og/eller ændring overtræder rettigheder, herunder ophavsretten af tredjeparter.

4.4.2 Lave ulovlige udtalelser

4.4.3 Henvende sig provokerende, true eller på anden måde chikanere folk.

4.4.4 Sende store mængder af e-mail beskeder (herunder spam) til tredjeparter også med kommercielt formål.

4.4.5 Sende e-mail beskeder eller overføre filer, der indeholder vira eller lignende softwareprogrammer, der kunne skade den service, Daisycon tilbyder, internettet eller computeren og/eller tredjeparters software.

4.4.6 Antage en falsk identitet.

4.4.7 Begrænse muligheden for, at tredjeparter kan anvende den tilbudte service af Daisycon og/eller af internettet.

4.5 Annoncøren er selv ansvarlig for at holde og bevare en hjemmeside, software, hardware (herunder ydre enheder) og/eller (internet-) forbindelser, der kræves for at anvende servicen.

4.6 Annoncøren skal skriftligt underrette Daisycon om ændringer i tekster, beskrivelser, formularer, visuelt materiale og gebyrstruktur i Annoncørens kampagne en uge før den planlagte ikrafttrædelsesdato. Hvis Daisycon mener, at ændringer kan have uacceptable negative konsekvenser for Publishers godtgørelse, forbeholder Daisycon sig retten til at opsiges Annoncørens deltagelse i kampagnen med virkning fra den planlagte renteændring.

4.8 Annoncøren forpligter sig til at acceptere eller afvise åbne transaktioner inden for kampagnen inden for 7 dage efter udgangen af den måned, hvor transaktionerne er registreret, medmindre en anden periode er aftalt i Aftalen. Transaktioner, der stadig er åbne efter denne periode, bliver automatisk ugyldigt godkendt og opkrævet af Annoncøren.

4.9 Annoncøren er forpligtet til at informere Publisher og Daisycon om årsag til afslag i tilfælde af afvisning af transaktioner.

4.10 Annoncøren er forpligtet til at overholde retningslinjerne, der er fastsat i de etiske regler, når transaktioner besluttet. Deduplikering af transaktions- og konverteringsgebyr (https://www.vpan.nl/docs/code_of_conduct_FNG.pdf), udarbejdet af den hollandske Platform Affiliate Networks.

4.11 Hvis Annoncøren påbegynder en Affiliate kampagne inden for Daisycon netværket, forpligter Annoncøren sig til:

4.11.1 Annoncøren forpligter sig til, hvis det er relevant, at behandle anmodninger fra Publishers om at blive medlem af Annoncørens kampagne inden for ti arbejdsdage. Hvis annoncøren ikke håndterer ansøgningerne om tilmelding af kampagnen inden for denne periode, antager Daisycon, at ansøgningerne er godkendt, og Daisycon vil give Publisher adgang til kampagnen.

4.11.2 Annoncøren forpligter sig til straks at underrette Daisycon om enhver misbilligelse af den Publisher, der allerede er forbundet med kampagnen, herunder en redegørelse for årsagen til fjernelsen.

4.11.3 Annoncøren skal have en beskrivelse til hver kampagne, hvoraf gebyrstruktur for Publishers er inkluderet. Kampagnebeskrivelserne skal være tilgængelig for Daisycon. Annoncøren forpligter sig til at rapportere eventuelle uregelmæssigheder opdaget af Annoncøren til Publisher inden for én arbejdsdag til Daisycon.

4.11.4 Annoncøren forpligter sig til at afslutte deltagelsen i kampagnen eller i tilfælde af fjernelse af Publishers, der er tilknyttet Annoncøren, Publishergebyr for Publisher (indtil kontraktens opsigelse eller den faktiske fjernelse af Publishers) der skal udbetales til Daisycon, plus netværksgebyret for Daisycon.

4.11.5 Annoncøren vil handle i fortrolighed med Publisher og/eller deres oplyste kontaktoplysninger, lavet gennem kampagnen og overholde gældende lovgivning (Persondataloven). Data må ikke bruges til andre formål end kontakt om Daisycon-kampagnen. Annoncøren vil under ingen omstændigheder deltage i programmet og/eller kampagnen, sælge Publishers og/eller deres kontaktoplysninger til tredjeparter eller gøre dem tilgængelige for Publisher som Publisher i et program og/eller kampagne udenfor Daisycons ledelse. I tilfælde af overtrædelse af dette punkt opkræves der en bøde til Annoncøren på 40% af den relevante Publishers årlige omsætning med minimum 37.500,00 DKK pr. videresalg, erhvervelse eller hvis Publisher er blevet stillet til rådighed.

4.11.6 Annoncøren forpligter sig til, under deltagelse i kampagnen, ikke at give et lavere gebyr til Publishers eller andre betingelser end de betingelser og gebyrer, der gælder for Publishers, som registrerer sig direkte via Annoncøren eller via et andet netværk. Netværksgebyret for Daisycon er ikke taget i betragtning.

4.11.7 Annoncøren er forpligtet til at betjene og vedligeholde konverteringspixel (-erne) på alle hjemmesider, mobil-hjemmesider og med alle betalingsmuligheder under kampagnens løbetid. Hvis Daisycon opdager, at konverteringspixelen ikke fungerer, vil den gennemsnitlige eCPC, hver dag, mens konverteringspixelen ikke virker, blive forøget med det gennemsnitlige antal klik pr. dag og opkrævet for annoncøren, indtil konverteringspixelen fungerer korrekt igen. For at bestemme godtgørelsen ser vi på de sidste 30 dage, konverteringspixelen var aktivt.

4.11.8 Annoncøren er forpligtet til at have konverteringspixelfunktionen i mindst én kalendermåned efter afslutningen af kampagnen hos Daisycon. Transaktioner, der måles af Daisycon i denne periode, skal undersøges og udbetales på samme vilkår som for kampagnens afslutning.

4.12 Hvis Annoncøren påbegynder en Lead Kampagne inden for Daisycons netværk, er Annoncøren forpligtet til at:

4.12.1 Annoncøren er til enhver tid ansvarlig for en opt-in procedure på kampagnens landingsside, ledsaget af korrekt information, målrettet og tilstrækkelig til informeret samtykke.

4.12.2 Annoncøren forpligter sig til at acceptere de leverede leads, hvis disse (a) er udfyldt korrekt og er fuldstændigt baseret på de data, der kræves for en komplet ansøgning som angivet af Annoncøren, og (b) ikke udbydes som en ansøgning gennem Daisycons serviceydelse inden for en måned før ansøgningen om produktet, medmindre andet er angivet i Aftalens diverse foranstaltninger.

5. Gebyr og udbetaling

5.1 Det aftalte Publisher gebyr inkluderer ikke det netværksgebyr, der skal modtages af Daisycon.

5.2 Annoncøren betaler Daisycon det samlede gebyr for alle Publishers, der er tilknyttet Annoncøren via kampagnen og/eller kampagnerne, herunder netværksgebyr.

5.3 Antallet af visninger, klik, leads og transaktioner målt af Daisycons systemer er ledende under fakturering.

5.4 Annoncøren betaler gebyrerne, som er anført i Aftalen for Daisycons service.

5.5 Medmindre andet er aftalt, betaler Annoncøren et fradragsberettiget forskud til Daisycon inden kampagnens opstart, med hvilket kampagnekreditten suppleres. Kampagnekreditten afregner de fakturaer, der sendes til Annoncøren med hensyn til kampagnen.

5.6 Hvis balancen i kampagnekreditten når et minimumsbeløb, der er bestemt af Daisycon på grundlag af den estimerede omsætning, modtager Annoncøren en ny faktura til fornyelse af kampagnekreditten. Beløbet af denne faktura bestemmes af Daisycon, baseret på den forventede omsætning.

5.7 Hvis kampagnekreditten ikke suppleres inden for den fastsatte betalingsperiode, kan kampagnen (midlertidigt) stoppes af Daisycon, indtil kampagnekreditten er gennemført af Annoncøren.

5.8 Hvis en kampagne ikke starter på grund af Annoncørens handlinger, har Daisycon ret til at opkræve en engangsafgift på 2.000 DKK. Daisycon fakturerer dette beløb til Annoncøren og, hvis muligt, afregner det med kampagnekreditten. Hvis kampagnekreditten ikke er til rådighed, skal Annoncøren betale fakturaen inden for den fastsatte betalingsperiode.

5.9 Priserne, der beregnes af Daisycon, er i danske kroner (DKK) og vil blive forhøjet med moms og eventuelle andre afgifter.

5.10 De bankgebyrer, der måtte opstå under fakturering skal til enhver tid betales af Annoncøren.

5.11 Daisycon fakturerer Annoncøren for fornyelse af kampagnekreditten eller for de beløb, Annoncøren skylder. Annoncøren skal betale fakturaerne senest inden for betalingsperioden angivet på fakturaen. Hvis annoncøren ikke har betalt fakturaerne inden for den fastsatte betalingsperiode, er Annoncøren automatisk udeblevet, uden at der kræves rykkerbrev.

5.12 Annoncøren har ikke ret til at afregne det beløb, der skyldes til Daisycon.

5.13 I tilfælde af forsinket betaling har Daisycon ret til (a) at suspendere udbuddet af Servicen uden at kræve et rykkerbrev eller meddelelse og (b) opkræve den lovlige rente på hele det skyldige beløb fra den dato, hvor betalingen skulle have fundet sted frem til den dato, hvor det skyldige beløb er modtaget af Daisycon. Annoncøren refunderer alle omkostninger, som Daisycon pådrager sig for at indsamle det skyldige beløb, herunder omkostninger til juridisk bistand, juridiske omkostninger og omkostninger, som koster mindst 15% af det skyldige beløb på mindst 2.000 DKK.

5.14 Som undtagelse af punkt 5.9, kan parterne aftale, at de beløb, som Annoncøren skylder betales via betalingsservice.

5.15. Medmindre andet udtrykkeligt er aftalt, har Daisycon ret til i længere Aftaler at øge kundens rentesats i begyndelsen af hvert kalenderår baseret på Danmarks Statistik for alle husstande eller alternativt (hvis Danmarks Statistik ikke længere bruger dette indeks) det indeks, der stemmer overens med dette. Den ændrede rentesats beregnes ved at gange den gældende rentesats ved årets indeks forud for det år, hvor ændringen træder i kraft divideret med indekset for kalenderåret forud for det år, hvor den gældende sats trådte i kraft.

5.16 Annoncøren er forpligtet til ved første anmodning at yde yderligere sikkerhed for den korrekte gennemførelse af Aftalen. Hvis ikke, har Daisycon ret til at afbryde aftalens gennemførelse.

5.17 Daisycon sender fakturaer digitalt til en e-mail-adresse specificeret af Annoncøren. Hvis Annoncøren ønsker at modtage fakturaerne på mail, vil Daisycon opkræve administrative udgifter.

6. Privatlivets fred

Daisycon arbejder inden for rammerne af den Generelle Forordning om Databeskyttelse (General Data Protection Regulation eller »GDPR«). For at kunne behandle data inden for de juridiske rammer, har Daisycon udarbejdet standardkontraktbestemmelser for servicen mellem Daisycon og Annoncøren (Netværksaftale) og for servicen mellem Publisher og Annoncøren (Affiliate Aftale). Disse aftaler er blevet stillet til rådighed for Annoncøren og Publishers og kan også findes på <https://www.daisycon.com/en/processor-agreement-advertisers/>.

7. Ansvar og erstatning

7.1 Daisycon er aldrig ansvarlig for eventuelle direkte eller indirekte skader, herunder (men ikke begrænset til) følgeskader, driftstabsrisici, tab grundet forsinkelse, tab af ordrer, tabt fortjeneste, Annoncørens forarbejdningsomkostninger relateret til eller som følge af Aftalen eller Servicen, medmindre denne skade skyldes grov uagtsomhed eller forsætlig forsømmelse af Daisycon.

7.2 I det omfang, at Servicen vedrører placering af annoncer og/eller links, erkender Annoncøren, at have fuld ansvarlighed for indholdet af annoncer og links og/eller indholdet af de hjemmesider, som annoncer og links henviser til. Annoncøren erstatter Daisycon for alle tredjeparts klager, der vedrører indholdet af annoncerne og/eller linksene på de hjemmesider, annoncerne og linksene henviser til.

7.3 Annoncøren erstatter alle tredjeparts klager for Daisycon med hensyn til den intellektuelle ejendomsret for alle former for kommunikation og reklame, der er spredt i forbindelse med Aftalen med Daisycon om Annoncørens opgave.

7.4 Uden bindende virkning for hvad, der er bestemt andetsteds i disse Generelle Vilkår og Betingelser, er Daisycons ansvar over for annoncøren i henhold til hvilken som helst art, pr. Begivenhed (hvor en række relaterede begivenheder gælder som en enkelt begivenhed) begrænset til de tre måneder måneder forud for den skadefrembringende begivenhed af Daisycons Annoncør for gebyrerne for de aftalte tjenester (ekskl. moms). Kompensationen skal relateres til, i hvilket omfang Daisycon angiveligt mislykkedes. Mindre afvigelse giver ikke ret til kompensation. Daisycons ansvar er under alle omstændigheder begrænset til fakturaværdien af de anbragte annoncer.

7.5 Annoncøren erstatter Daisycon for al skade og/eller tredjeparts klager relateret til eller som følge af (a) anvendelsen af Annoncørens Service og (b) Annoncørens handlinger og/eller udeladelser, som er i strid med bestemmelserne i Aftalen og de Generelle Vilkår og Betingelser.

7.6 Daisycon er aldrig ansvarlig for skade som følge af Publisherens adfærd.

8. Varighed, opsigelse og ophævelse

8.1 Aftalen mellem Daisycon og Annoncøren er indgået i den periode, der er angivet i Aftalen. Hvis der ikke er bestemt en periode i Aftalen, afsluttes Aftalen efter en periode på ét år.

8.2 Medmindre andet er bestemt i Aftalen, vil Aftalen automatisk blive fornyet med samme periode efter, at perioden, som omtalt i punkt 8.1, er udløbet medmindre aftalen opsiges skriftligt af en af parterne mindst én måned før udløbet af denne periode eller den således fornyede periode.

8.3 Aftalen kan opsiges af en af parterne skriftligt med mindst én måned inden udløb af minimumsvarighed eller fornyet periode. Hvis det er bestemt, at Aftalen er indgået på ubestemt tid, kan Aftalen opsiges skriftligt af en af parterne med en opsigelsesperiode på mindst tre måneder.

8.4 Daisycon har ret til uden videre at opsiges aftalen uden retssag med øjeblikkelig virkning, hvis (a) Annoncøren erklæres konkurs; (b) Annoncørens konkurs er blevet efterspurgt; Annoncøren mangler at betale; eller (d) der er anmodet om midlertidig standsning for Annoncøren; eller (e) Daisycon anser Annoncøren for ikke at være kreditværdig; (f) hvis Annoncøren ikke overholder en eller flere af forpligtelserne i henhold til Aftalen eller (g) hvis der i tre sammenhængende måneder måles 0 transaktioner for en kampagne i Daisycon-systemet.

9. Force majeure

9.1 Daisycon er ikke forpligtet til at overholde en eller flere forpligtelser i henhold til Aftalen, hvis det forhindres i at gøre det som følge af force majeure. Ved force majeure forstås blandt andet en uforudsigelig mangel på involverede tredjeparter eller leverandører, hardware, der midlertidigt er utilgængelig eller utilstrækkelig tilgængelig, software og/eller internet eller andre telekommunikationsforbindelser, der er nødvendige for at levere Servicen, lukning af en hjemmeside, der forvaltes af en tredjepart og enhver anden situation, som Daisycon ikke kan kontrollere.

I tilfælde af force majeure er Daisycon ikke forpligtet til at kompensere for eventuelle skader, som Annoncøren måtte lide under som følge af force majeure.

9.2 Så snart force majeure har været mere end tre måneder, har annoncøren ret til straks at opsigte aftalen skriftligt.

10. Intellectuel ejendomsret

10.1 De intellektuelle ejendomsrettigheder på alle Daisycons Services giver eller stilles til rådighed i forbindelse med, at Aftalen opretholdes af Daisycon eller dets licensgivere. Da det er nødvendigt for brugen af de Services, der ydes af Annoncøren, giver Daisycon en begrænset, ikke-eksklusiv, ikke-overdragelig ret til at bruge de intellektuelle ejendomsrettigheder på de forskellige Services.

10.2 De intellektuelle ejendomsrettigheder på materialer og data som Annoncøren giver til Daisycon i forbindelse med Aftalen opretholdes af Annoncøren eller licensgiveren. For så vidt som det er nødvendigt for levering af Daisycons Services, giver Annoncøren Daisycon en begrænset, ikke-eksklusiv, ikke-overførbart ret til at anvende intellektuelle ejendomsrettigheder. Annoncøren erstatter Daisycon for alle tredjeparts klager og klager som følge heraf, der vedrører Daisycons brug af materialer og data og tilhørende intellektuelle ejendomsrettigheder af de materialer og oplysninger, som Annoncøren har leveret til Daisycon.

10.3 Annoncøren vil ikke bruge eller distribuere materiale, der blev fremstillet af Daisycon uden for Daisycons servicetilbud uden udtrykkelig tilladelse fra Daisycon.

10.4 Ingen af parterne vil anvende fortrolige forretningsoplysninger (herunder kampagnestatistikker) fra den anden part eller levere den til tredjeparter, med undtagelse af at overholde de forpligtelser, der direkte følger af Aftalen. Begge parter skal tage sine forholdsregler, der med rimelighed kan antages at være nødvendige for at forhindre medarbejdere eller tredjeparter i at offentliggøre fortrolige oplysninger.

11. Diverse

11.1 Aftalens indhold og de Generelle Vilkår og Betingelser fastsætter i fællesskab retsforholdet mellem parterne og erstatter alle tidligere aftaler mellem parterne vedrørende Aftalens indhold.

11.2 I tilfælde af, at Aftalen afviger fra disse Generelle Vilkår og Betingelser, vil Aftalens bestemmelser gælde.

11.3 Daisycon kan i forbindelse med udøvelsen af rettigheder og forpligtelser i henhold til Aftalen inddrage tredjeparter efter eget valg.

11.4 Daisycon kan overdrage sine rettigheder og forpligtelser i henhold til Aftalen til tredjeparter uden Annoncørens forudgående skriftlige tilladelse. Daisycon informerer Annoncøren om en sådan overdragelse af rettigheder og forpligtelser skriftligt.

12. Retsgrundlag og den kompetente domstol

12.1 Aftalen, de Generelle Vilkår og Betingelser og/eller leveringen af Servicen er underkastet dansk lovgivning. Tvister, der opstår i henhold til Aftalen, de Generelle Vilkår og Betingelser og/eller leveringen af Servicen, vil blive forelagt for den kompetente domstol i jurisdiktionen, hvor Daisycon ApS er etableret, f.eks. Byretten i Aarhus, medmindre Daisycon vælger at søge en anden domstol, der har jurisdiktion i henhold til loven, hvis ikke en mindelig løsning af tvisten kan nås mellem Daisycon og Annoncøren.

12.2 Annullering af en eller flere bestemmelser i disse Generelle Vilkår og Betingelser eller i Aftalen berører ikke gyldigheden af de øvrige bestemmelser.

General terms and conditions of sale and delivery (version 201902)

Definitions

Advertiser: the natural person or legal entity concluding an Agreement with Daisycon;

Affiliate Agreement: the Agreement between Advertiser and Publisher in which the conditions, duration, and conditions are set under which the Publisher promotes the products and/or services designated by the Advertiser via its Affiliate Channel. The Affiliate Agreement is established through mutual acceptance of Publisher and Advertiser within the network of Daisycon; if no term or notice period is specified in the Affiliate Agreement, an indefinite term with a notice period of 2 (two) working days applies;

Publisher agreement: the agreement between Daisycon and Publisher in which the conditions, duration, and conditions are set under which the Publisher may be active within the network of Daisycon. The Publisher Agreement is established through registration with the network of Daisycon and acceptance of the General Publisher Terms and Conditions by the Publisher and after approval by Daisycon.

Affiliate Campaign: the Affiliate Campaign that the Advertiser places on the Publisher Network for certain products and services and with regard to which he wishes to conclude Affiliate Agreements with Publishers, hereinafter also referred to as "Campaign";

General Terms and Conditions: These General Terms and Conditions of Sale and Delivery of Daisycon.

Campaign credit: the credit that is deposited by the Advertiser by means of a deductible advance payment, for the start and during the term of the Campaign and that serves as a cover for, among other things, the generated transactions.

Conversion pixel: the Code that the Advertiser must place on its website to enable Daisycon to measure transactions generated by Publishers (leads and sales) that occur on the Advertiser's website.

Daisycon: The company that declares these General Terms and Conditions applicable to the Agreement.

Services: the services to be provided by Daisycon to the Advertiser on the basis of the Agreement;

File-hosting and data traffic surcharge: surcharge for Data Traffic, related to the registering of clicks to and transactions on the Advertiser's website and for the Hosting of files (including, but not limited to banner materials, XML feeds and logos);

Lead Campaign: The Lead Campaign that the Advertiser places on the Publisher Network for certain products and services and with regard to which he wishes to conclude Affiliate Agreements with Publishers, hereinafter also referred to as "Campaign";

Network Service: services performed by Daisycon for the Advertiser or Publisher in the context of and relating to the performance of the Agreements concluded with the Advertiser and the Publisher, such as, but not limited to, tracking, payment of commissions and communication;

Network Agreement: every Agreement between Daisycon and Advertiser on the basis of which a) Daisycon will mediate in the realization of an Agreement between the Advertiser and one or more Publishers for participation in one or more Campaigns and b) Daisycon ensures the facilitation of the execution of that Agreement by offering, among other things, advertising materials, the registration of views, clicks and / or transactions and the administrative settlement of payments. Hereinafter referred to as 'Agreement';

Network Fee: Fee per transaction for Daisycon for its network services for all Publishers affiliated with the Advertiser through the Campaign or Campaigns;

Party: each party to the Agreement;

Publisher: the natural person or legal entity promoting the product or service of the Advertiser through its Publisher Channel on the basis of a Publisher Agreement. The Publisher is a self-employed entrepreneur or private individual who cannot be considered an auxiliary of Daisycon or the Advertiser;

Publisher Channel: the online marketing methodology applied by a Publisher to promote the Affiliate Campaign or Lead Campaign of an Advertiser;

Publisher network: the service that Daisycon offers consisting of the mediation in the realization of Publisher agreements between the Advertiser and Publisher by placing the Campaign of the Advertiser on its network and on the other hand offering its network services to the Advertiser and Publisher with respect to the execution of the Affiliate Agreement, hereinafter referred to as 'Network';

Publisher Fee: The fee that the Publisher receives from the Advertiser as agreed in the Affiliate Agreement.

1. General

1.1. These General Terms and Conditions apply to the offer and supply of Services by Daisycon and form an integral part of the Agreement between Daisycon and the Advertiser. Only Daisycon and Advertiser may invoke the rights and obligations arising from the Agreement and the related General Terms and Conditions.

1.2. Daisycon is entitled to amend the General Terms and Conditions unilaterally and with immediate effect. The Advertiser will be informed of amendments to the General Terms and Conditions in writing and in a timely manner. The amendments to the General Terms and Conditions apply to all existing Agreements. If the Advertiser continues to utilize the Services after the amendment of the General Terms and Conditions, the Advertiser is deemed to have accepted these amendments.

1.3. Daisycon explicitly rejects the application of any general terms and conditions applied by Advertiser.

1.4. The General Terms and Conditions, or one or more of the provisions contained therein, may be derogated from only by written agreement between Daisycon and the Advertiser.

1.5. In no event may the Advertiser transfer the rights or obligations arising from the Agreement, in whole or in part, to a third party without the prior written permission of Daisycon.

2. Formation of the Agreement

2.1. The Agreement is formed by a written confirmation of Daisycon of the verbal or written order from the Advertiser, or by the written acceptance of an Advertiser of a written quotation issued by Daisycon.

2.2. Each Agreement is entered into subject to the condition precedent that there is sufficient availability of the Services and acceptance of the Advertiser by Daisycon.

2.3. On the Advertiser's request, Daisycon can issue a written quotation for the supply of the Services. The quotation is valid for the duration included in the quotation. If no duration is included in the quotation, then the quotation is valid for thirty (30) days from its creation date.

2.4. Statements made by Daisycon on a Website or otherwise pertaining to the Services are offered free of obligation and subject to amendment and availability.

3. General obligations Daisycon

3.1. Daisycon will offer the Services with due observance of the provisions of the Agreement. Daisycon undertakes to perform the arrangements in the Agreement to the best of its abilities.

3.2. Daisycon reserves the right to wholly or partially suspend the supply of Services to the Advertiser in the event that the Advertiser fails to comply with any obligation under the Agreement.

3.3. Daisycon offers and supplies the Services without any guarantee for (uninterrupted) availability, safety, suitability, the absence of viruses, reliability or otherwise.

3.4. The agreed starting date for the Services is a target date. Daisycon reserves the right to postpone the supply of the Services on the basis of unforeseen circumstances, including but not limited to circumstances of a technical nature. In the event that Daisycon postpones the starting date, the Advertiser's only compensation will consist of the supply of the Services by Daisycon at a later date, for a period equal to the agreed period or alternatively the supply of replacement Services to the Advertiser, all in consultation with Advertiser.

3.5. Daisycon is entitled to use Advertiser in its marketing activities as a reference with regard to the Services performed by Daisycon unless otherwise agreed in writing.

3.6. Daisycon undertakes to include on its website the description (including terms such as rates and conditions) of and an option to register for the Advertiser's Campaign and/or Campaign.

3.7. Daisycon undertakes to make the Advertiser's Campaign and/or Campaign available to Publishers within its network.

3.8. If the Advertiser starts an Affiliate campaign within the Daisycon Network, Daisycon undertakes to:

3.8.1. Daisycon undertakes to provide, through its websites, the Advertiser with insight into applications for admission to the Advertiser's Campaign and

into transactions registered under the Campaign and/or Campaign.

3.8.2. Daisycon undertakes to offer the Advertiser the option to approve or reject transactions registered under the Campaign.

3.8.3. Daisycon undertakes to provide the affiliated Publishers with insight into the amounts received from the Advertiser for the relevant Publisher.

3.8.4. Daisycon will pay the fees for the Publishers to the relevant Publishers affiliated through the Campaign (with the exception of the specified Commission owed by the Advertiser). Daisycon will accumulate the payments to a Publisher in question for all Campaigns in which this Publisher participates and pay these according to the payment schedule determined by Daisycon. Daisycon does not owe the Advertiser any interest on amounts that are temporarily on Daisycon's account.

4. Obligations and restrictions Advertiser

4.1. The Advertiser will purchase the Services with due observance of the provisions of the Agreement and these General Terms and Conditions.

4.2. The Advertiser is obliged to check the supply of the Services by Daisycon at the start of the supply of the Services, and continuously thereafter, as well as to immediately report any shortcomings to Daisycon in writing, failing which the Advertiser is deemed to have accepted the Services without reservation. If Advertiser reports a defect in the Services to Daisycon, Daisycon will endeavor to remedy the defect as soon as possible.

4.3. The Advertiser is not allowed to use Services contrary to the provisions of the Agreement, the General Terms and Conditions, the relevant and applicable statutory provisions, the 'Danish Marketing Practices Act' and the generally accepted standards of due care.

4.4. The Advertiser is not allowed to use the Services in order to:

- 4.4.1. multiply and/or publish and/or modify the software or other materials if such multiplication and/or disclosure and/or modification infringes rights, including intellectual property rights, of third parties;
- 4.4.2. make unlawful statements;
- 4.4.3. annoyingly approach, threaten or otherwise harass people;
- 4.4.4. send large quantities of e-mail messages (including spam) to third parties, whether or not with a commercial purpose;
- 4.4.5. send e-mail messages or upload files that contain viruses or similar software programs that could harm the operation of Daisycon's offered services, the Internet or the computers and/or software of third parties;
- 4.4.6. assume a false identity;
- 4.4.7. limit the ability of third parties to use the offered services of Daisycon and/or the Internet.

4.5. The advertiser is himself responsible for having and keeping a website, any software, hardware (including peripherals) and/or (Internet) connections required to make use of the Services.

4.6. Advertiser will always provide Daisycon in a timely manner with all data and information and any cooperation required for proper performance of the Agreement.

4.7. The Advertiser must submit to Daisycon in writing any changes to the texts, descriptions, forms, visual material and fee structure within the Campaign of the Advertiser one week before the planned date of entry into force. If in the opinion of Daisycon, changes could have unacceptable adverse consequences for the compensation to Publishers, Daisycon reserves the right to terminate the participation of the Advertiser in the Campaign with effect from the planned rate change.

4.8. The Advertiser undertakes to accept or reject open transactions within the Campaign, within 7 days after the end of the month in which the transactions are registered, unless a different period has been agreed in the Agreement. Transactions that are still open after this term will automatically be irrevocably approved and charged to the advertiser.

4.9. The Advertiser is obliged to inform the Publisher and Daisycon of the reason for rejection in case of rejection of transactions.

4.10. The Advertiser is obliged to adhere to the guidelines as set out in the Code of Conduct when deciding transactions. Deduplication of Transactions and Conversion Fee (https://www.vpan.nl/docs/code_of_conduct_ENG.pdf), prepared by the Dutch Platform Affiliate Networks.

4.11. If the Advertiser starts an Affiliate campaign within the Daisycon Network, the Advertiser undertakes to:

4.11.1. The Advertiser undertakes, if applicable, to process requests from Publishers for joining the Advertiser's Campaign within ten working days. If the Advertiser does not deal with the applications for joining the Campaign within this period, Daisycon assumes that the applications have been approved and Daisycon will provide the Publisher with access to the Campaign.

4.11.2. The Advertiser undertakes to immediately inform Daisycon of any disapproval of the Publisher already connected to the Campaign, including a statement of the reason for removal.

4.11.3. The advertiser must have a description per Campaign, in which the fee structure for Publishers is included. The description of the Campaigns must be made available to Daisycon. The Advertiser undertakes to report any irregularities discovered by the Advertiser to Publishers within 1 (one) working day to Daisycon.

4.11.4. The Advertiser undertakes, upon termination of participation in the Campaign or in the case of removals of Publisher (s) affiliated to the Advertiser, the Publisher's fee of the Publisher (up to the moment of contract termination or actual removal of the Publisher), to be paid out to Daisycon, plus the Network Fee for Daisycon.

4.11.5. The Advertiser will deal confidentially with the Publishers and/or their contact details made via the Campaign and follow the applicable (privacy) legislation. Data may not be used for purposes other than contact about the Daisycon Campaign. The Advertiser will under no circumstances participate in the Program and/or Campaign or after termination of participation in the Program and/or Campaign, sell the Publishers and/or their contact details to third parties or make them available to the Publisher, as a Publisher in a program and/or Campaign outside Daisycon's management. In case of non-compliance with this article, a fine of 40% of the annual turnover of the relevant Publisher with a minimum of 37.500,00 DKK (thirty-seven thousand five hundred Danish Krone) per resold, acquired or made available above mentioned Publisher by Daisycon will be charged to the Advertiser.

4.11.6. The advertiser undertakes, during participation in the Campaign, not to give a lower fee to Publishers or other conditions than the conditions and fee that apply to Publishers who register directly via the Advertiser or via another network. The Network Fee for Daisycon is not taken into account.

4.11.7. The Advertiser is obliged to operate and maintain the Conversion Pixel (s) on all websites, mobile websites and with all payment options during the term of the Campaign. If Daisycon finds that the Conversion Pixel is not functioning, every day that the Conversion Pixel does not work, the average eCPC, multiplied by the average number of clicks per day, will be charged to the Advertiser, until the Conversion Pixel works correctly again. To determine the compensation, we look at the last 30 (thirty) days that the Conversion Pixel was active.

4.11.8. The Advertiser is obliged to have the Conversion Pixel function for at least 1 (one) calendar month after termination of the Campaign Daisycon. Transactions that are measured by Daisycon during this period must be inspected and made payable on the same conditions as for the termination of the Campaign (cooldown).

4.12. If the Advertiser starts a Lead Campaign within the Daisycon Network, the Advertiser undertakes to:

4.12.1. The Advertiser is at all times responsible for a proper opt-in procedure on the Campaign's landing page, accompanied by information that is correct, targeted and sufficient for informed consent.

4.12.2. The Advertiser undertakes to accept the supplied leads within the Campaign if these (a) are filled in correctly and completely, based on the data required for a complete application as indicated by the Advertiser, and (b) are not offered as an application through Daisycon's services within one month prior to the application for the product, unless otherwise indicated in the Agreement's miscellaneous arrangements.

5. Fees and payment

5.1. The agreed Publisher Fee does not include the network fee to be received by Daisycon.

5.2. The Advertiser pays Daisycon the total amount of the fees of all Publishers affiliated with the Advertiser through the Campaign and/or Campaigns, including Network Fee.

5.3. The number of views, clicks, leads, and transactions measured by Daisycon's systems are leading during the invoicing.

5.4. The Advertiser will pay the fees stated in the Agreement for the Services provided by Daisycon.

5.5. Unless otherwise agreed, the Advertiser pays a deductible advance to Daisycon before the start of the Campaign, with which the Campaign Credit is supplemented. The Campaign Credit settles the invoices sent to the Advertiser with regard to the Campaign.

5.6. If the balance of the Campaign Credit reaches a minimum amount determined by Daisycon on the basis of the estimated turnover, the Advertiser receives a new invoice for the replenishment of the Campaign Credit. The amount of this invoice is determined by Daisycon, based on the expected turnover.

5.7. If the Campaign Credit is not supplemented within the set payment period, the Campaign can be (temporarily) stopped by Daisycon until the Campaign Credit has been completed by the Advertiser.

5.8. If a Campaign does not start due to the actions of the Advertiser, Daisycon is entitled to charge a one-off handling fee of 2.000 DKK (two thousand Danish Krone). Daisycon invoices this amount to the Advertiser and, if possible, settles it with the Campaign Credit. If no Campaign Credit is available, Advertiser must pay the invoice within the set payment term.

5.9. The rates calculated by Daisycon are in Danish Krone (DKK) and will be increased by sales tax (if this tax is due under the law) and any other levies.

5.10. The bank charges that may occur during the invoicing are at all time to be paid by the Advertiser.

5.11. Daisycon will invoice the Advertiser for the refill of the Campaign Credit or for the amounts owed by the Advertiser. The Advertiser will pay the invoices at the latest within the payment term stated on the invoice. If the Advertiser has not paid the invoices within the set payment term, the Advertiser is automatically in default, without default notice being required.

5.12. The advertiser is not entitled to settle the amounts owed to Daisycon in any way with amounts owed by Daisycon to the Advertiser.

5.13. In the event of overdue payment, Daisycon is entitled to (a) suspend the supply of the Services without requiring a notice of default or announcement and (b) charge the statutory interest on the full amount owed as of the date on which payment should have occurred up to the date on which the amount owed is received by Daisycon. The Advertiser will reimburse all costs that Daisycon incurs to collect the amount owed, including costs of legal assistance, legal costs and costs, which costs amount to at least fifteen percent (15%) of the amount owed with a minimum of 2.000 DKK (two thousand Danish Krone).

5.14. In derogation of article 5.9, Parties may agree that the amounts owed by the Advertiser be paid via direct debit collection.

5.15. Unless explicitly agreed otherwise, Daisycon is entitled in longer agreements to increase the rates owed by the client at the start of each calendar year, based on Statistics Denmark's (Danmarks Statistik) Consumer Price Index of all households or alternatively (should Statistics Denmark no longer use this index) the index that most corresponds herewith. The amended rate is calculated by multiplying the applicable rate by the index of the year prior to the year on which the amendment comes into effect, divided by the index of the calendar year prior to the year on which the applicable rate came into effect.

5.16. The Advertiser is obliged at first request to provide further security for the correct performance of the agreement, failing which Daisycon is entitled to suspend the execution of the Agreement.

5.17. Daisycon sends the invoices digitally to an e-mail address specified by the Advertiser. If the Advertiser wishes to receive the invoices by mail, Daisycon will charge administrative costs.

6. Privacy

6.1. Daisycon operates within the guidelines of the General Data Protection Regulation (GDPR). In order to process data within the legal framework, Daisycon has drawn up standard processor agreements for the services between Daisycon and the Advertiser (Network Agreement) and for the services between the Publishers and the Advertisers (Affiliate Agreement). These agreements have been made available to the Advertiser and to the

Publishers and can also be found at <https://www.daisycon.com/en/processor-agreement-advertisers/>.

7. Liability and indemnification

7.1. Daisycon is never liable for any direct or indirect damage, including but not limited to consequential damage, business interruption loss, loss due to delay, loss of orders, lost profits, the processing costs of the Advertiser related to or arising from the Agreement or the Services, unless this damage was caused by gross negligence or willful misconduct of Daisycon.

7.2. Insofar as the Services concern placing ads and/or placing links the Advertiser recognizes that it is fully responsible for the content of the advertisements and links and/or the content of the websites the advertisements and links refer to. The Advertiser indemnifies Daisycon for all third-party claims which concern the content of the advertisements and/or the links of the websites the advertisements and links refer to.

7.3. The Advertiser indemnifies Daisycon for third-party claims with regard to the intellectual property of all forms of communication and publicity that are spread in the context of the Agreement via Daisycon on the assignment of the Advertiser.

7.4. Without prejudice to what is determined elsewhere in these General Terms and Conditions, the liability of Daisycon vis-à-vis the Advertiser, by virtue of whatever nature, per event (whereby a series of related events apply as a single event) is limited to the three months (3) months prior to the damage-causing event by the Advertiser to Daisycon for the fees paid for the agreed Services (excluding VAT). The compensation has to be related to the extent to which Daisycon allegedly failed. Minor deviations do not result in a right to compensation. The liability of Daisycon is, in any case, limited to the invoice value of the placed advertisements.

7.5. The Advertiser indemnifies Daisycon for all damage and/or all third-party claims related to or arising from (a) the use of the Services by the Advertiser and (b) the acting and/or omissions of the Advertiser in breach of the provisions the Agreement and General Terms and Conditions.

7.6. Daisycon is never liable for damage as a result of Publishers' conduct.

8. Duration, termination, and dissolution

8.1. The Agreement between Daisycon and the Advertiser is entered into for the period stated in the Agreement. If no period is agreed the Agreement will be concluded for a period of one (1) year.

8.2. Unless otherwise agreed in the Agreement, the Agreement will be automatically renewed for the same period after the period referred to in article 8.1 has lapsed, unless the Agreement is terminated in writing by one of the parties at least (1) month before the lapsing of this period or the thus renewed period.

8.3 The agreement can be terminated by one of the parties in writing subject to at least 1 (one) month before the lapsing of the minimum duration or the renewed period. If it has been agreed that the agreement is concluded for an indefinite period of time, the agreement can be terminated in writing by one of the parties subject to a notice period of at least three (3) months.

8.4. Daisycon is entitled to dissolve the Agreement without further notice of default extra judicially with immediate effect if (a) the Advertiser is declared bankrupt; (b) the bankruptcy of the Advertiser has been requested; (c) the Advertiser is in default of payment; or (d) a moratorium has been requested for the Advertiser; or (e) the Advertiser is not deemed creditworthy by Daisycon; (f) if the Advertiser fails to fulfill one or more of the obligations under the Agreement or (g) within the Campaign, for 3 (three) consecutive months, 0 (zero) transactions are measured by the Daisycon system.

9. Force majeure

9.1. Daisycon is not obliged to comply with one or more obligations under the Agreement if it is prevented from doing so as a result of force majeure. Force majeure is taken to mean, inter alia, a non-attributable shortcoming of engaged third-parties or suppliers, hardware being temporarily unavailable or insufficiently available, software and/or internet or other telecommunications connections which are necessary for providing the Services, the closing of a website that is managed by a third party and every other situation which Daisycon cannot decisively control. In case of a force majeure event, Daisycon is not obliged to compensate for any damage suffered by Advertiser as a result of the force majeure event.

9.2. As soon as the force majeure event has lasted longer than 3 (three) months, the Advertiser has the right to immediately terminate the Agreement in writing.

10. Intellectual Property

10.1. The intellectual property rights on all Services Daisycon provides or makes available in the context of the Agreement are maintained by Daisycon or its licensors. Insofar as necessary for the use of the Services granted by Advertiser, Daisycon grants Advertiser a limited, non-exclusive, non-transferable right to use the intellectual property rights on the Services.

10.2. The Intellectual property rights on materials and data Advertiser provides to Daisycon in the context of the Agreement are maintained by the Advertiser or its licensors. Insofar as necessary for delivery of the Services granted by Daisycon, Advertiser grants Daisycon a limited, non-exclusive, non-transferable right to use the intellectual property rights. Advertiser indemnifies Daisycon for all third-party claims and claims arising therefrom which concern the use by Daisycon of the materials and data and the related intellectual property rights of the materials and information provided by Advertiser to Daisycon.

10.3. The Advertiser will not use or distribute material that was manufactured by Daisycon outside of Daisycon's service provision without the express permission of Daisycon.

10.4. Neither party will use confidential business information (including campaign statistics) of the other party or provide it to third parties, except for complying with the obligations that directly arise from the Agreement. Both parties must take all precautions that can be reasonably assumed necessary to prevent employees or third parties from disclosing any confidential information.

11. Miscellaneous

11.1. The content of the Agreement and the General Terms and Conditions jointly determine the legal relationship between the Parties and replace all previous agreements between the Parties relating to the subject of the Agreement.

11.2. In the event that the Agreement differs from these General Terms and Conditions, the provisions of the Agreement will prevail.

11.3. In exercising the rights and obligations under the Agreement, Daisycon may engage third parties at its own discretion.

11.4. Daisycon may assign its rights and obligations under the Agreement to third parties, without the Advertiser's prior written permission. Daisycon will inform the Advertiser of such assignment of rights and obligations in writing.

12. Applicable law and competent court

12.1. The Agreement, the General Terms and Conditions and/or the provision of the Services is governed by Danish law. Disputes arising from the Agreement, the General Terms and Conditions and/or the provision of the Services will, if no amicable solution of the dispute can be reached between Daisycon and Advertisers, be submitted to the competent court in the jurisdiction in which Daisycon ApS is established, e.g. the City Court of Aarhus, unless Daisycon chooses to seek another court that has jurisdiction according to the law.

12.2. Nullity of one or more provisions in these general terms and conditions or the Agreement will not affect the validity of the other provisions.