

General Conditions of RealTime Lead Group BV established with offices in Amsterdam Southeast. Hereinafter referred to as RTL-G.

Duration of the agreement

The duration of the contract is for one year, unless otherwise specified in the order confirmation

Payment Terms

Upon acceptance of our proposal you will receive within one business day your login codes from your account. You will receive an invoice within 14 days. See also Article 2 in the following general terms and conditions

General Terms

Article 1 – Terminology and Applicability

- 1.1. The activities of RTL-G consist of collecting, classifying, updating and exploiting a vast inventory of business information focused on consulting of and use by professional users. RTL-G provides business information territorially distinct - through an online database. In addition, RTL-G also provides the necessary marketing services such as the RTL-G Marketingtool, B2B E-mail marketing, B2B WebAnalytics and B2B Adwords Service.
- 1.2. In these conditions, the "User" is defined as the (legal) person, enabled by RTL-G to consult the business information referred to in Article 1.1, either through the online database, or by using the marketing services.
- 1.3. In these terms and conditions the "Client" is defined by the (legal) person who ordered the entry of its business information (whether or not in advertising form) in the online database or initiating implementation of the above marketing services offered by RTL-G.
- 1.4. These terms and conditions form part of any agreement between RTL-G on the one hand and the Client or User, on the other.
- 1.5. The applicability of any other general terms and conditions or stipulations is excluded, except when expressly accepted by RTL-G to the extent of these terms and conditions or stipulations.
- 1.6. Deviations from and / or additions to these terms and conditions shall apply only if and insofar as they are stated in the agreement between the Client or User and RTL-G or otherwise have been accepted by RTL-G in writing.

Article 2 – Conclusion of the agreement, payable rate, duration and termination of the Agreement.

- 2.1 The agreement between the Client or User and RTL-G starts upon receiving by RTL-G, whether or not in electronic form, an application of the Client or User to entry of its information or consulting business information, and cannot be revoked.
- 2.2 The duration of the agreement between the Client or User and RTL-G is, depending on the combination chosen by the Client or user, on the website of RTL-G published subscription rates list and subscription duration and associated rate, at least 12 months.
- 2.3 The tariff payable by the Client or User reads in accordance with the subscription price list published on the website of RTL-G, and depends on the agreement combination of subscription duration and associated rate, chosen by the Client or User from the list. If RTL-G changes the amount of the tariffs, the revised tariff shall not be applied to the Client or User until the current subscription period has ended and the contract is terminated. If implementation of a tariff change occurs within two months prior to the end of the current subscription period such tariff change does not apply to the terms of the agreement.

Article 3 – Payment conditions

- 3.1 Invoicing is done by RTL-G per completed or Assigned Agreement, as well as based on Agreements ordered by the Client or User for additional services. Payment of the invoice must be paid by the Client c.q. User within 21 calendar days after the invoice date by means of money transfer to the designated bank account mentioned on the invoice.
- 3.2 If and insofar as the amount due has not been fully met on the latest date agreed by the Client, RTL-G is entitled, without prejudice to his right to demand fulfillment: to the Client or User, with effect from that date, interest of 1.5% per month of the costs owed (or the part not met), the calculation of which, part of a month is considered as a whole month, and to fulfill its obligations under all agreements with the Client or User are suspend.
- 3.3 If the Client or User fails to comply with the owed payment, within the period set to him, even after a written or electronic notice, RTL-G is entitled to charge any costs that they should make to collect its claim to the Client or user.
- 3.4 The displayed in Section 3.3 conditions may constitute grounds for the application of dissolution and / or damages measures as specified in Article 6.1.

Article 4 – Entry of business information

- 4.1 The complete information and / or advertising material to be included by RTL-G in its database and in its online database should be provided at the latest three weeks after conclusion of the agreement by the Client. Providing the information and/or advertising material should be in digital form (electronic or on a digital medium), unless otherwise agreed. The not in time and / or complete delivery of the information and/or advertising material leaves for the payment of the amount owed by the Client under the assignment affected.
- 4.2 The Client is responsible for the accuracy and completeness of the material supplied by him. Client indemnifies RTL-G against claims by third parties relating to content creation, reproduction and publication of such material.
- 4.3 RTL-G is bound to include the information completely and correctly in its online database as soon as possible, except in cases of force majeure or if RTL-G has to assume that performance of the contract can provide conflict with the law and / or reasonable morality, for example, on the basis of the nature of the Client or the contents of the specified by the Client and/or texts. Under inclusion as soon as possible, will mean within 5 working days in the online database.

- 4.4 The method of design and application of the online database is determined by RTL-G; RTL-G reserves the right to make changes at any time.
- 4.5 Any inaccuracies, omissions or other defects in the display of the Client delivered texts, trademarks and / or illustrations will be corrected by RTL-G as soon as reasonably possible after the inaccuracy is made known to RTL-G. The liability for such defects is limited to a maximum of the amount that the Client is due for this contract. The obligation to correction as well as the liability referred to in the preceding paragraph shall expire if the inaccuracy is not brought to the attention of RTL-G by the Client within 30 days after publication.
- 4.6 In case of force majeure, or if performance of the contract is delayed by an - whether or not culpable - act or inaction, in relation to the execution of the contract by RTL-G engaged third party, the period referred to in Article 4.3 shall be suspended for the duration of the force majeure, or the duration of the delay.

Article 5 – Consultation by User / Intellectual Property

- 5.1 RTL-G makes every effort possible to keep the data in its online database as accurate and as up to date as possible. To this end, the database maintained on a daily basis. However, RTL-G accepts no liability in relation to incorrect, incomplete or out of such data.
- 5.2 RTL-G does not accept liability for the business information included references or hyperlinks to other sites outside the domain of RTL-G.
- 5.3 The technical functioning of the audio and computer equipment as well as the broadband connections in order to consult the databases are at the risk of the User. RTL-G is not responsible for any fully or partially inaccessibility to the business information by any technical cause, unless this is the result of gross negligence of RTL-G.
- 5.4 The User accesses one or more large databases, the composition of which substantial investments are involved, and which thereby enjoy legal protection against infringement. Also the online database has many elements upon which RTL-G or Clients and / or third parties own intellectual property rights. So that the rights of RTL-G, Clients and minority interests to protect, the following restrictions apply:
- consulting business information from the online database is only allowed to - as such under the agreement authorized - User; - It is not permitted to reproduce and / or disclose corporate information from the online database of RTL-G, in whole or in part, electronically or otherwise, except to the extent necessary for the exercise of the attention in the next activity displayed;
 - The User is permitted once to (a relevant selection of User) to use business information to approach relevant businesses (eg in the context of an advertising, PR, marketing, sales or other promotional or informational action), with exception of forms that are prohibited by the Data Protection Act such as email marketing. Repeated use is possible only with the prior permission of RTL-G, with an to be agreed upon fee. If desired RTL-G will facilitate compiling a relevant selection and supply thereof (as a pdf file or downloadable) against a separate fee.
- 5.5 If the prior consent of RTL-G for repeated use as referred to above is missing, because it is not asked or refused, and repeated use is nevertheless determined, this leads to the liability to RTL-G of an immediately payable penalty of € 10,000, and without prejudice to the application of the dissolution and / or compensation measures as specified in Article 6.1

Article 6 - Dissolution

- 6.1 RTL-G is entitled to terminate all agreements with Clients or Users with immediate effect without judicial intervention by means of a written and / or electronic notice to the customer, without being liable to pay any compensation to the Client or User, and without prejudice to the right RTL-G damages to recover from the Client or User:
- if the Client or User is granted suspension of payment or is declared bankrupt, or an application is submitted;
 - if the business of the Client or User may or partially terminated or transferred;
 - if prejudgment or executory attachment is laid against the Client or User;
 - if in the opinion of RTL-G, the situation occurs that the provision of Article 3.4 and Article 5.5 must apply, or;
 - Should any other circumstances occur that RTL-G can cast reasonable doubt on the compliance by the Client or User of its obligations under the agreement.
- 6.2 In the cases mentioned in Article 6.1 is due by the Client or User to the supplier, including damages, immediately due and payable.

Article 7 – Other provisions

- 7.1 After termination of the contract, regardless of the cause of such provisions stay in force, which are destined by their nature. In the event that individual provisions for whatever reason would be invalid, the remaining provisions shall remain in full force.
- 7.2 The Dutch law applies to this all agreements between RTL-G and Clients or Users. All disputes or as a result of the agreement, including disputes concerning the existence and validity thereof including, will be settled exclusively by the competent judge of the District Court of Amsterdam the Netherlands.
