

TERMS AND CONDITIONS | LocalPanels

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Embrosa B.V., trading under the name LocalPanels

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Preface

Hi there, great to have you here. LocalPanels makes local advertising simple. Through our Platform, you can create and manage Campaigns across different types of Media Space, including digital advertising screens (LocalPanels, also known as Digital Out of Home) and other (advertising) channels.

These Terms and Conditions explain how our Services work and what you can expect from us, and what we expect from you.

What we believe in

We believe in the importance of diversity and the power of local entrepreneurs. Their craftsmanship, passion, personal service and expertise make every neighbourhood better: through a good conversation, a sincere smile and personal attention.

We believe local entrepreneurs deserve to be seen in their own neighbourhood, and deserve a platform that allows them to manage that themselves.

Purpose

LocalPanels makes advertising simple and accessible, giving local entrepreneurs direct access to different types of Media Space without the hassle of agencies or long-term commitments. You create your Campaign, choose where and how it appears, and decide when it goes live. We make it work. Our Platform is built to put you in control, while keeping things fast, transparent, and easy to use. Visibility should not be complicated, and it definitely should not be reserved for big brands.

LocalPanels Terms and Conditions

Definitions

We love clarity and have done our best to make this document as readable as possible. So, to make sure that you don't get lost in these Terms and Conditions, we have made a list of our most-used words.

The following definitions apply to these Terms and Conditions:

- **Us, we, our, LocalPanels:** Embrosa B.V., acting under the trade name “LocalPanels”, registered with the Dutch Chamber of Commerce under number 66026334, being the user of these T&C and the provider of the Services.
- **You, your, Client:** the company, legal entity or natural person acting in the course of a business, trade or profession using our services and/or entering into an agreement with us, including through our Platform, and accepting these T&C. These T&C are not intended for consumers.
- **T&C:** these terms and conditions.
- **Account:** any account, profile or other registration associated with your use of the Platform or Services.
- **Campaign:** any (advertising) campaign, advertisement or promotional activity created, managed, distributed or placed by you through our Services, including the use of Content within the Media Space.
- **Campaign Confirmation:** the confirmation, order overview or other written or electronic confirmation accepted by the Client, setting out the essential details of a Campaign, including the selected Media Space, Campaign period, budget, Fees, specifications and any agreed performance indicators.
- **Content:** all materials provided by you or on your behalf for use in a Campaign, including but not limited to text, images, videos, logos and other creative assets.
- **Fees:** the fees charged by us for the use of our Services, as specified through the Platform or otherwise communicated by us.
- **Media Space:** the advertising space and advertising channels made available through our Services, including but not limited to digital advertising screens (LocalPanels, also known as Digital Out Of Home), social media platforms, search engines and other online or offline advertising channels.
- **Personal Data:** the personal data as defined in Article 4 of the General Data Protection Regulation (“GDPR”).
- **Platform:** The digital system and tools provided by us that allow you to create, manage, upload and schedule advertising campaigns across available Media Space.
- **Services:** everything we provide to you, including access to our Platform and the tools and services we offer in connection with Campaigns and the Media Space.
- **In writing / written:** where these T&C refer to communication in writing or written form, we also mean electronic communication, such as e-mail or chat, provided that the identity of the sender and the authenticity of the communication are sufficiently established.

Article 1. Applicability

- 1.1. These T&C automatically apply from the moment you use our Services or Platform, or otherwise enter into an agreement with us. We will make these T&C available to you before or at the time the agreement is concluded, in such a way that you can store and reproduce them for later reference.
- 1.2. By using our Services or Platform, you agree that only these T&C apply.
- 1.3. The applicability of any of your terms and conditions is expressly rejected. If you refer to your own terms and conditions, such terms shall not apply. We only deviate from these T&C if we have agreed this with you in writing.
- 1.4. The Services are offered exclusively to business users. By using our Services or Platform, you represent and warrant that you act in the course of a business, trade or profession.

Article 2. Offers and Agreement

- 2.1. An agreement between you and us continues for the duration of the agreed Services, unless terminated earlier in accordance with these T&C.
- 2.2. Before confirming a Campaign, you will be shown an overview of the relevant details, such as the selected Media Space, timing, expected performance, and applicable Fees. By confirming, you agree to these details.
- 2.3. We are only human, and although we do our best to provide accurate information, mistakes or obvious errors in offers, Fees, Campaign details or other information may occur. Such mistakes or obvious errors do not bind us.
- 2.4. Each Campaign is governed by the applicable Campaign Confirmation and these T&C. In the event of conflict, the Campaign Confirmation prevails over these T&C, but only to the extent it expressly deviates from these T&C. We will start providing the Services after having received the Campaign Confirmation and once any applicable Fees have been paid by you.

Article 3. Our Services

- 3.1. We provide you with access to our Platform and enable you to create, manage, and publish Campaigns across the available Media Space.
- 3.2. We aim to deliver your Campaign in line with the agreed settings. However, the actual timing and placement may vary due to factors such as the availability of Media Space, technical circumstances, and the use of shared Media Space.
- 3.3. Campaigns may be displayed in rotation with other advertisers. This means your Campaign is not shown exclusively and display frequency may vary over time.
- 3.4. Unless expressly stated as guaranteed in the Campaign Confirmation, any views, impressions, reach, clicks, conversions, audience numbers, or other performance indicators are estimates only and do not constitute guaranteed results. We will use

reasonable efforts to deliver the Campaign in accordance with the Campaign Confirmation, for example, by adjusting the schedule or extending the Campaign if needed.

If we materially underdeliver an expressly agreed guaranteed volume for reasons attributable to us, we may, as sole and exclusive remedy, extend the Campaign, reschedule the Campaign, or provide comparable alternative Media Space, unless mandatory law provides otherwise.

- 3.5. We aim to keep the Platform and Services available at all times. However, we cannot guarantee uninterrupted or error-free availability. From time to time, we may perform maintenance, updates, or changes that may temporarily affect the availability of the Platform or Services.

Article 4. Content

- 4.1. You can provide Content for use in your Campaigns, for example, by uploading it through the Platform.
- 4.2. By providing Content, you grant us the right to use, reproduce, modify, and display that Content for the purpose of providing the Services and running your Campaigns within the Media Space.
- 4.3. You are responsible for the Content you provide. This means that you warrant that the Content:
 - a) is accurate and not misleading;
 - b) complies with all applicable laws and regulations, including but not limited to advertising, marketing, and consumer protection laws and regulations, specifically the Dutch Advertising Code (where applicable);
 - c) does not infringe any third-party rights, including intellectual property rights, privacy rights, or publicity rights;
 - d) complies with all specifications, instructions, and requirements provided by us;
 - e) is suitable and compatible for use within the Media Space; and
 - f) does not contain any unlawful, defamatory, misleading, offensive, or otherwise inappropriate material.
 - g) is used with all necessary rights, licenses, and permissions, including the right to allow us to use the Content as described in these T&C.
- 4.4. You indemnify us against any claims or damages arising from the use of your Content.
- 4.5. We may refuse, suspend, remove, or request changes to Content or Campaigns, and suspend or block Accounts, if we reasonably believe that they do not comply with these T&C, applicable (local) laws, or the requirements applicable to the Media Space, including what we consider misleading, discriminatory, harmful, offensive,

politically sensitive, reputationally harmful, or otherwise unsuitable for the Media Space.

- 4.6. We may make minor adjustments to the Content where necessary for technical or formatting purposes, for example, to fit the specifications of the Media Space.
- 4.7. We are not obliged to use or display all Content you provide. Content may be adapted, formatted, or displayed differently depending on the specifications and requirements applicable to the Media Space. We therefore cannot guarantee that Content will be displayed exactly as originally provided.
- 4.8. It is your obligation to provide us, upon first request, with substantiation of any factual, comparative, environmental, health, price, discount, or performance claims used in the Content.

Article 5. Fees and Payment

- 5.1. The Fees for our Services are shown through the Platform or agreed with you in writing in the Campaign Confirmation.
- 5.2. All Fees are exclusive of VAT and any other applicable taxes, unless stated otherwise.
- 5.3. By confirming a Campaign, you agree to the applicable Fees as presented at that moment.
- 5.4. Unless agreed otherwise, all Fees must be paid in advance. We will only start a Campaign after payment has been received.
- 5.5. The agreed budget for a Campaign will be used for the execution of that Campaign.
- 5.6. Once a Campaign has been confirmed, the applicable Fees are non-refundable, unless agreed otherwise.
- 5.7. All payments must be made in full, without any set-off, counterclaim, deduction or withholding, unless required by law.
- 5.8. If any amount remains unpaid after the due date, you are in default without further notice of default being required. We may charge statutory commercial interest within the meaning of Article 6:119a Dutch Civil Code and all reasonable extrajudicial collection costs.
- 5.9. You must notify us of any disputed invoice in writing before the start date of the Campaign or within 14 days after the invoice date, specifying the reasons for the dispute. The undisputed part of the invoice remains payable in accordance with these T&C.
- 5.10. We may suspend access to the Platform, suspend Campaigns or refuse (new) Campaigns if you fail to pay any amount due.

Article 6. Duration and Termination

- 6.1. An agreement between you and us starts when a Campaign is confirmed or when you otherwise accept an offer and continues for the duration of the agreed Services. Each Campaign runs for the agreed period as specified at the time of confirmation. We may adjust the timing, scheduling or duration of a Campaign where reasonably necessary for the proper delivery of the Campaign, for example to achieve the expected number of views or impressions.
- 6.2. You may cancel a Campaign before the start date by notifying us. In that case, we may review whether any adjustments or alternatives are possible. Cancellation does not affect your obligation to pay the applicable Fees and does not entitle you to a refund. This is merely because we have – amongst other aspects - reserved time, team and materials for you.
- 6.3. Once a Campaign has started, it cannot be cancelled.
- 6.4. Termination of the agreement does not affect ongoing Campaigns. Any confirmed Campaign will continue until it has been completed, unless agreed otherwise.
- 6.5. We may suspend or terminate the Services with immediate effect by giving notice if:
 - a) you materially breach these T&C and, if the breach can be remedied, you fail to do so within a reasonable period after we have notified you;
 - b) you are declared bankrupt, apply for or are granted suspension of payments, or are subject to any similar insolvency or restructuring proceedings;
 - c) you cease, or threaten to cease, carrying on all or a substantial part of your business; or
 - d) your financial position deteriorates to such an extent that we reasonably believe you may no longer be able to fulfil your obligations.
 - e) your conduct, statements or activities reasonably risk causing reputational damage, legal risks or other harm to us, our Services or the Media Space.In the event of suspension or termination under this article, you remain liable to pay all applicable Fees and are not entitled to any refund.
- 6.6. You may stop using our Services at any time. This does not affect any ongoing Campaigns or your obligation to pay any applicable Fees.
- 6.7. Termination of the agreement does not affect any rights or obligations that have accrued before the date of termination.

Article 7. Third Parties

- 7.1. We work with third parties to provide the Media Space. This means that the availability and performance of the Media Space depends on these third parties. They may impose their own requirements, policies or technical specifications, and may refuse, remove or restrict Campaigns and/or Content.

- 7.2. We are not responsible for how these third parties perform their services, including any refusal, removal, delay or limitation of a Campaign or Content.
- 7.3. This means that the Services may be affected by factors outside our control, including the availability, performance and policies of third parties.
- 7.4. Where third-party terms and conditions apply to the use of certain Media Space, you agree that those terms may also apply to your Campaigns.
- 7.5. If Media Space is unavailable or cannot reasonably be used as planned due to a third party, we will use reasonable efforts to provide a suitable solution, such as rescheduling the Campaign, extending the Campaign period or using comparable alternative Media Space. If no reasonable solution is available, we may terminate the affected part of the Campaign. In that case, you will not be entitled to damages, but we will credit or refund the part of the Fees that relates to the undelivered part of the Campaign, after deduction of non-refundable third-party costs and costs reasonably incurred by us.

Article 8. Limitation of Liability

- 8.1. Our liability for any damage arising out of or in connection with the Services is limited as set out in this article.
- 8.2. Nothing in these T&C excludes or limits liability for damage resulting from intent or gross negligence, or where such exclusion or limitation is otherwise not permitted by applicable law.
- 8.3. To the maximum extent permitted by law, our total liability is limited to (i) the lower of the Fees paid by you for the relevant Campaign; or (ii) two thousand five hundred euros (EUR 2.500,--).
- 8.4. We are not liable for:
 - a) any indirect or consequential damage, including but not limited to loss of profit, loss of revenue, loss of business, loss of data or loss of goodwill.
 - b) any interruption, unavailability or reduced performance of the Media Space or the Services.
 - c) any acts or omissions of third parties involved in providing the Services, including but not limited to any failure, delay or unavailability of the Media Space.
 - d) any damage resulting from incorrect, incomplete or misleading information or Content provided by you or on your behalf.
- 8.5. You indemnify us against any third-party claims, damages, liabilities and reasonable legal costs arising from your Content, Campaigns or your use of the Services.
- 8.6. This article also applies after termination of the agreement.
- 8.7. The limitations of liability do not affect your obligation to pay the Fees and do not limit your indemnity obligations under these T&C.

Article 9. Intellectual Property

- 9.1. All intellectual property rights in the Content remain with you or your licensors.
- 9.2. You grant us a non-exclusive, worldwide, royalty-free licence to use, reproduce, modify and display the Content for the purpose of providing the Services and running your Campaigns.
- 9.3. All intellectual property rights in the Platform and our Services remain vested in us or our licensors.
- 9.4. Nothing in these T&C transfers any intellectual property rights from us to you.
- 9.5. Except as explicitly permitted, you may not copy, modify, reverse engineer or otherwise use our Platform or Services in a way that infringes our intellectual property rights.

Article 10. Privacy and data protection

- 10.1. In providing the Services, we may process Personal Data. You and we are each responsible for complying with applicable data protection laws, including the GDPR, to the extent such laws apply.
- 10.2. More information about how we process personal data can be found in our Privacy Statement.
- 10.3. You are responsible for ensuring that any Personal Data or Content provided by you may lawfully be used for the purposes of the Services.
- 10.4. Where required under applicable law, we may enter into a separate data processing agreement relating to the processing of personal data.
- 10.5. We may inform you about related services, campaigns or opportunities within the Embrosa ecosystem. Where required under applicable law, we will ask for your consent before using your data for such purposes.

Article 11. Complaints

- 11.1. We do our very best to make sure that our cooperation with you goes as smoothly as possible. If you are not satisfied with our work and/or have objections to an invoice, report it as soon as possible. This way we can try to solve your complaints as quickly as possible. We will strive to achieve the best possible solution with you.
- 11.2. Complaints or objections do not suspend your payment obligations.

Article 12. Other provisions

- 12.1. You are responsible for maintaining the confidentiality of your Account credentials and for all activities carried out through your Account. You must immediately notify us of any suspected unauthorised access or security incident. We may suspend access to an Account if it reasonably suspects misuse, unauthorised access, security risks or a breach of these T&C.

- 12.2. We may change or update these T&C from time to time. If we make material changes, we will inform you in advance. Changes apply to new Campaigns from the moment they take effect. Ongoing Campaigns remain subject to the version of these T&C that applied when the relevant Campaign was confirmed, unless the change is required by law or reasonably necessary for operational, security or technical reasons. The most recent version of these T&C is always available on our website.
- 12.3. If any provision of these T&C is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 12.4. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to any legal relationship between you and us.
- 12.5. These T&C and any legal relationship between you and us are governed by Dutch law. Any disputes will be submitted to the competent court in the district of Midden-Nederland, location Utrecht.