



General Terms and Conditions for Publishers

Daisycon B.V., Almere (version 14 as of 01-02-2024)

Disclaimer: This is a translation. The General Publisher Conditions in Dutch are always leading.
[You can read them here.](#)

Definitions

Advertiser: A natural or legal person who, through Publishers, grants Users access to its website, landing page or app, where Users can purchase products and/or services or obtain information, and who rewards the Publisher for referring the User or for the information provided, through Daisycon's intervention;

Affiliate Channel: the online marketing method used by a Publisher to promote an Advertiser's Campaign.
Examples of an Affiliate Channel are: websites, emails, advertising networks or social media;

Affiliate Network: the service offered by Daisycon consisting on the one hand of mediation for the establishment of Affiliate agreements between the Advertiser and Publisher by placing the Advertiser's campaign on its network and on the other hand, offering its network services to the Advertiser and Publisher in relation to the execution of the Affiliate Agreement concluded by these parties;

Affiliate Agreement: the agreement between the Advertiser and Publisher which establishes the conditions, duration and terms under which the Publisher promotes the products and/or services indicated by the Advertiser via its Affiliate channel and where the Publisher reward is set. If the term or termination period has not been specified in the Affiliate Agreement, a fixed term with a notice period of 2 (two) working days applies;

General Publisher Terms & Conditions: This document. Hereafter referred to as T&C;

Campaign: the Affiliate Program, Lead campaign, CPC campaign or other promotion that the Advertiser sets out on the Daisycon Affiliate Network for specific products and services in relation to which he has concluded Affiliate Agreements with Publishers;

Commission/Remuneration: The reward that the Publisher receives and the Advertiser pays, for the agreement brought about via the Publisher or the contact between User and Advertiser, further described in Article 4.

Daisycon: The limited liability company Daisycon, with registered premises at P.J. Oudweg 5, 1314 CH Almere, registered under VAT number 8090.84.855.B01 and Chamber of Commerce number 39.07.36.84.

User/Visitor: A natural person who finds himself on the Publisher's Affiliate channel, or who arrives at the website or app of an Advertiser via a Publisher's Affiliate channel by means of a link provided by Daisycon;

Click: A visitor who arrives at the website of an Advertiser via a Publisher's Affiliate Channel by means of a link provided by Daisycon;

Resources / Promotion Resources / Advertisement Material: Material made available by an Advertiser in the Daisycon system to a Publisher to promote the Campaign. These include, but are not limited to, banners, text links and product feeds.

Network Agreement: The agreement between Affiliate Network and the Advertiser on the basis of which the Affiliate Network, on the one hand, mediates in establishing the agreement between Advertiser and one or more Publishers to participate in one or more Campaigns and on the other hand, the Affiliate network facilitates the implementation of that agreement by, among other things, making available Advertising Materials, registering Views, taking care of Clicks and/or Transactions and organizing the administrative handling of payments.

Publisher: the natural or legal person who promotes the product or service of the Advertiser on the basis of an Affiliate Agreement via his Affiliate Channel. The Publisher is an independent entrepreneur or individual who cannot be regarded as an assistant of Daisycon. The publisher is also known as an Affiliate;

Transaction: A Transaction is a purchase, a registration or some other action as described in the Advertiser's program or the campaign which is carried out by a visitor or on behalf of a visitor on the Advertiser's website, app or on a page within Daisycon's network that is distributed for this purpose.

View: A display of an Advertisement to a visitor;



1. Registration and acceptance

- 1.1 Applying to become a Publisher means that the Publisher accepts the General Terms and Conditions for Publishers and observes them.
- 1.2 In order to be registered as a Publisher, the applicant Publisher must:
 - Truthfully complete the entire application form;
 - Confirm acceptance of the General Terms and Conditions for Publishers;
 - Be 18 years or older.
- 1.3 After the application has been received, the application and the Publisher's Affiliate Channel will be assessed whether they meet the stated requirements (see Article 3) and whether there are no other objections to the application by the applicant Publisher. Daisycon shall under no circumstances be obliged to accept an application.
- 1.4 Acceptance or rejection of a prospective Publisher's application will be announced by means of a confirmation or rejection email sent by Daisycon. Daisycon will try to respond to applications within two (2) working days after receipt. The agreement will only come into effect and the applicant will be accepted as a Publisher after receipt of the confirmation email.
- 1.5 Before the Publisher may promote an Advertiser's Campaign, the Publisher must register its Affiliate Channel with the Advertiser. The Advertiser will approve or disapprove the Affiliate Channel. The publisher is only allowed to promote an Advertiser's Campaign with the approved Affiliate Channel. The Publisher is required to carry out promotions through the channels approved by the Advertiser. In the media description, the Publisher must clearly indicate the content of the media or, if it is a general URL or promotional channel, how and where promotions take place. By registering, the Publisher accepts the Affiliate Agreement between the Advertiser and the Publisher. Daisycon is not a party to this agreement and only plays a mediating role. Daisycon does, however, provides the statistics and handles payments, on behalf of the Advertiser, to the publisher.
- 1.6 If the Publisher acts in violation of one or more conditions mentioned under Article 1.2, Daisycon is entitled to immediately deny the Publisher access to the network. Furthermore, the Publisher forfeits all claims to receive commissions pending or already paid out.

2. Usage

- 2.1 Transactions, clicks and views must be consciously made by the User without any coercion, deception, or promises that are not in line with the campaign conducted by the Advertiser and the specified/registered media. It is not permitted to pay a User to generate Transactions without the express approval of Daisycon and/or the Advertiser. Judgement of this is at the discretion of Daisycon and the Advertiser.
- 2.2 The Publisher is only permitted to click on their own links when done as part of a test to ensure the link is functional. The Publisher is prohibited from using the Affiliate channel for personal gain by artificially generating clicks and transactions to receive commissions, such as obtaining additional discounts on a purchase.
- 2.3 The Publisher shall not create any misconception that the products and/or services are delivered by the Publisher but rather by the Advertiser. The Publisher shall not create any misconception that a possible offer is delivered by or on behalf of the Advertiser. The Publisher shall not create any misconception that the affiliate collaboration takes place through Daisycon's network. Without explicit permission, the Publisher is not allowed to act as a reseller or intermediary to generate transactions and/or leads through telephone sales, street sales, or door-to-door sales. Such promotion is contrary to article 2.1 unless express written permission is granted by the Advertiser.
- 2.4 The Publisher shall be entitled to use the Advertiser's name, any material specially provided by Daisycon exclusively for the purpose of affiliate programs or campaigns in a manner to be



indicated from time to time by the Advertiser and at all times in accordance with the instructions issued by the Advertiser and Daisycon. A further condition is that no modifications shall be made to the material provided and that use of it shall not be misleading or damaging to the Advertiser and/or Daisycon.

- 2.5 Without prejudice to the provisions of Article 2.4, the Publisher shall respect the copyrights, trademark rights, and other exclusive rights of Advertisers, Daisycon, and third parties. The Publisher is not allowed to copy texts from third parties, translate them to or from another language. Images may only be used if they are royalty-free or if the respective rights have been additionally purchased, and permission has been granted for their use.
- 2.6 The Publisher shall only use the Material provided by the Advertiser for the purpose of the Advertiser's Campaign at Daisycon and shall not make any modifications to it.
- 2.7 The information and data obtained through the use of Daisycon's network may only be used by the Publishers themselves and only in the context of participation in the network. The provision of such information and data to any third party, as well as its use for other purposes, and in particular for the purpose of advertising, are strictly prohibited.
- 2.8 Daisycon will offer the Publishers Affiliate Channels to the selected Advertisers chosen by the Publishers. Upon registration, the Publisher must familiarize themselves with the Campaign conditions set by the Advertiser and comply with them. If applicable, the Publisher must accept additional conditions for participation in a specific Campaign. As long as the Publisher promotes the Advertiser, they are obligated to stay informed about changes in the Campaign conditions of the Advertiser. This information can be found in the Advertiser's Campaign, through the Daisycon newsletter, promotion feeds, and other channels. The Publisher must also adhere to (inter)national legislation applicable to promotional activities, such as GDPR, advertising guidelines, and email marketing. Additionally, the Publisher must be aware of specific product-related regulations, such as financial products and services, medical products, or gambling and lotteries. The Publisher must also conform to any code of conduct applicable for certain media types, which can be found in the Publisher FAQ <https://faq-publisher.daisycon.com/>.
- 2.9 The products and/or services on the Advertisers' Affiliate Channel may change on a regular basis. The Publisher shall ensure that the terms and conditions relating to the products and/or services which may be specified on its website and/or which are in its possession for promotional purposes are in accordance with the products and/or services appearing from time to time on the Advertiser's website.
- 2.10 Transaction and click data may only be stored and/or processed by the Publisher for the purpose of more effectively promoting the respective Advertiser or for conducting analyses. The Publisher ensures that stored data is adequately secured and complies with applicable privacy guidelines and legislation.
- 2.11 Publisher is doing its utmost best to inform its visitors about the Daisycon services they use. Therefore Publisher can use the standard text that is provided by Daisycon. [You can find it here](#)
- 2.12 Publishers are not allowed to use the provided Material and obtained data for actions and/or behaviors that violate applicable legal provisions, netiquette, guidelines of the Advertising Code Committee or other authorities, additional guidelines of Advertiser campaigns, code of conducts, the Affiliate Agreement, or these APV. These include, but are not limited to, the following actions and behaviors:
 - Sending unsolicited e-mails;
 - Unsolicited and unwanted posting of a message in (closed) groups, newsgroups, social media pages, forums, or as a comment on blogs or (news) websites;
 - Infringing on copyrighted works or otherwise acting in violation of the intellectual property rights of third parties;
 - Deception and/or defrauding of third parties, for example, by consciously promoting incorrect information or falsehoods;
 - Misuse of the texts, logos, brand names, or information of the Advertiser or falsely representing oneself as the Advertiser, which could harm the Advertiser;



- Offering rewards and/or discounts directly to Users for engaging in Transactions with Advertisers or calling for clicks without the express approval of the Advertiser. Promoting expired or non-existent promotion codes, reviews, or offers is also not allowed;
- Using the brand and/or trade name of Advertisers in search engines or keyword marketing is not allowed. The application of Ad Hijacking in search engines and keyword marketing is also not allowed;
- Targeting Visitors from countries that are not applicable to the advertiser;
- Intentionally masking or cloaking links with the aim of deceiving and the unsolicited 'dropping' of cookies is not allowed;
- If the traffic source or the method of generating traffic is not transparent, it is always in violation of our terms.

2.13 It is not allowed for the content of the Publisher's Affiliate Channel to:

- Have a pornographic, offensive, or violent character;
- Promote information in a specific political affiliation or actively promote a particular position taken in a social discussion or a political issue that is imposed on third parties in this way;
- Discriminate based on race, gender, sexual identity or orientation, religion, or belief;
- Engage in, promote, or endorse illegal activities;
- Damage the good name and reputation of the affiliated Advertisers and/or Daisycon;
- Violate copyrights, trademark rights, or other rights of the Advertiser or any third parties.

2.14 Explicit approval from the Advertiser is required for promotion via email, advertising networks, search engines, and other forms of traffic acquisition. In the case of email marketing, the Publisher must fill out a separate questionnaire for each media type and seek explicit prior permission from the Advertiser for each individual mailing through the email approval tool available in the Publisher's account. There may also be additional questionnaires for other media or media types that must be completed. For Campaigns that are compensated per Click (CPC), the Publisher should consider the following: reward programs or get-to-paid sites, subnetworks, and media buyers are excluded from CPC compensation. Generating Clicks using (cgi-)scripts, pop-up windows, search engines, etc., is not allowed. Modifying the generated HTML link code is not permitted. Encouraging clicks on the links or rewarding visitors for clicking on the links is also not allowed, subject to the judgment of the Advertiser and/or Daisycon.

2.15 The Publisher's Affiliate Channel must be accessible to the general public if it includes links for which the Publisher receives payment per impression or per click.

2.16 The Publisher shall, at all times, act in accordance with the guidelines and instructions relating to the installation and use of the link, as well as the guidelines and instructions relating to the content.

2.17 The Publisher shall at all times comply with all additional rules and guidelines applicable to Media. These can be consulted via <https://faq-publisher.daisycon.com/hc/en-us/sections/201520641>.

2.18 If the Advertiser indicates that installation and use of the link on the Publisher's website is not desired, Daisycon shall be entitled to block the link without prior notification.

2.19 Notwithstanding Article 2.16, the Publisher binds itself to remove any link, to return any promotional material and/or to remove them from the Publisher's website within two (2) working days, or to cease promotion or distribution, at the first request of the Advertiser and/or Daisycon.

2.20 In order to prevent misuse, Daisycon shall be entitled to store the Publisher's IP address as part of the registration process.

2.21 Daisycon has the right to request, process, store, or use data from Publishers for internal and/or statistical purposes. With regard to privacy, Daisycon will not provide personal data to third parties without prior approval from the individuals involved. Exceptions to this rule apply when the Publisher signs up with an Advertiser. In such cases, the Advertiser will have access to the name and address details of the Publisher. If there is a suspicion that the Publisher is not adhering to the



APV, at the request of the Advertiser, other contact details may be provided to the aggrieved party. Daisycon also has the right to contact the Publisher via email and telephone. Additionally, Daisycon has the right to provide data of the Publisher to authorized government authorities.

- 2.22 If the Publisher violates one or more conditions of this T&C or if there is a well-founded suspicion thereof, Daisycon is entitled to temporarily suspend the payment of accrued commissions.
- 2.23 If the Publisher violates one or more conditions of this T&C or if there is a well-founded suspicion thereof, the Publisher is obliged to cooperate in an investigation into the violations and is required to provide access to his administration, electronic files, and data on his server.
- 2.22 If the Publisher violates one or more conditions of this T&C or if there is a well-founded suspicion thereof, Daisycon is entitled to reclaim the already paid commission. This includes all commissions for which there is a suspicion of being realized in violation of the T&C.

3. Commission/Rates

3.1 The Publisher may claim commission, provided that:

- These commissions are generated in a regular manner and are not in violation of the T&C, the specific terms in the Affiliate Agreement, or the principles of fairness;
- The Advertiser has fulfilled its payment obligation for the Transaction to Daisycon. The only exception is when the Publisher utilizes a special payment arrangement, as mentioned in Article 4.7.
- The allocation and approval of the compensation to the Publisher have occurred. In cases where a User returns or cancels the service or product, the Advertiser may decide that the Publisher is not entitled to the Commission for that Transaction. The Publisher will not receive a Commission for this specific Transaction.

and/or

- Daisycon has registered a View or Click via the Publisher's Affiliate Channel, and there is compensation associated with each View or Click.

and/or

- Products and/or services that a User has purchased or requested on one or more of the Advertiser's sites have been registered by means of a link on the Publisher's website or in a Publisher's e-mail or by means of keyword marketing activities;
- Products and/or services that a User has purchased or requested from one or more Advertisers have been achieved and recorded through the Publisher's promotion.

- 3.2 The approval of Transactions is at the discretion of the Advertiser and will be based on predefined criteria established by the Advertiser. Daisycon will monitor that the Advertiser approves transactions in a timely and conscientious manner. Once transactions have been approved, they cannot be changed, except in exceptional circumstances (such as third-party abuse, the Advertiser's default, or clear errors by the Advertiser in processing). Daisycon explicitly disclaims any responsibility for the approval of transactions.
- 3.3 For payments per Click (CPC) or View (CPM), only 1 (one) Click/View per Visitor, per ad placement, per Publisher, per time unit will be measured for each Advertiser.
- 3.4 The Commission mentioned in Article 3.1, for 'business' affiliated Publishers, is exclusive of VAT. If applicable and under Dutch law, VAT will be calculated and paid on the Commission, provided that the Publisher has a VAT number.
- 3.5 The registered Views, Clicks, Transactions, and Statistics displayed on the Daisycon website take precedence for Daisycon, the Advertiser, and the Publisher.



- 3.6 If, after approval of clicks and transactions, it is found that clicks and/or generated transactions by the Publisher were not valid or obtained in an unfair or incorrect manner, Daisycon is entitled, on behalf of the Advertiser, to retroactively reject clicks and transactions for a period of up to 1 year or deduct them from the available balance. The amount may also be reclaimed through a recovery procedure. Daisycon is also entitled to (temporarily) withhold or fully block the payment to a Publisher indefinitely.
- 3.7 In the event of the Advertiser's bankruptcy, all outstanding and approved transactions that have not been paid out will be disapproved.

4. Payment

- 4.1 The payment of the Commission depends on the payment method selected by the Publisher. By default, this will take place monthly around the 15th day, to the IBAN bank account specified by the Publisher. In case the sum of the Commissions for a payment period (month) does not reach the payout threshold, as seen in MyDaisycon, no payment will be made in that particular month, and the Commission will be accumulated. Payment will occur in the month when the payout threshold is reached.
- 4.2 If the payment needs to be made to bank accounts outside the EU, the minimum earned Commission must be €100 (one hundred euros). If the Commission for a month is less than €100 (one hundred euros), no payment will be made in that payment period, and the Commission will be accumulated. Payment will occur in the payment period where the total amount is €100 (one hundred euros) or more. Any bank charges for payments outside the EU will be deducted from the payment.
- 4.3 The total Commission earned by the Publisher through participation in various Campaigns will be paid ~~in euros~~ by Daisycon at the end of each payment period. No interest is paid on Publisher balances.
- 4.4 Daisycon is entitled at any time to set off what it owes to Publishers against any amount Daisycon has to claim from the Publisher for any reason.
- 4.5 Remaining balances of Publishers will be paid out to the Publisher upon termination of the agreement, provided the balance is at least the payout threshold.
- 4.6 If no balance is earned for 1 (one) year, the Publisher's account may be terminated. The decision for further extension of the agreement is at the discretion of Daisycon. If the balance does not reach the payout threshold within 3 (three) years, the account will be closed, and the balance will not be paid out. The Publisher has the option to submit a written request for an agreement extension within one month after termination.
- 4.7 The Publisher can opt for an additional service where Daisycon pays out Commissions for approved Transactions before the Advertiser has settled the outstanding amounts with Daisycon. Daisycon cannot be compelled to offer this additional service to the Publisher.

5. Ending the collaboration

- 5.1 Daisycon is at all times entitled to terminate the collaboration with a Publisher for reasons at its discretion, with a notice period of 2 (two) working days. The Publisher is at all times entitled to terminate the collaboration with Daisycon for reasons at their discretion, with a notice period of 2 (two) working days.
- 5.2 Notwithstanding its other rights, Daisycon, acting on behalf of Advertisers, is entitled to terminate the collaboration with the Publisher immediately in case:
- The Publisher fails to fulfill its obligations or acts in violation of the T&C;



- The Affiliate channel of the Publisher, according to the judgment of the Advertiser or Daisycon, could violate public order or morals, or be in any way offensive or violent;
- Advertiser or Daisycon could suffer damage in any way;
- The Publisher acts unlawfully towards the Advertiser, Daisycon, and/or third parties in the context of a Campaign;
- The traffic or method of the Publisher is no longer desirable for the Advertiser's campaign, or when the Affiliate channel no longer aligns with the Advertiser's wishes and objectives;
- If the Publisher has not conducted active promotion (no clicks and transactions) within a period of 90 days, the Advertiser reserves the right to remove the Publisher from the campaign. Daisycon will not inform the Publisher in advance of the cancellation or withdrawal of participation in the campaign. Daisycon reserves the right to, at its discretion, change these rules regarding cancellation and withdrawal.

5.3 If the collaboration between Daisycon and the Publisher, as described in this T&C, is terminated for any reason: :

- The discontinuation of the Campaign by the respective Advertiser;
- The termination of the Network Agreement between Daisycon and the Advertiser.

6. Consequences of ending the collaboration

6.1 In the event that the collaboration with the Publisher is ended, for whatever reason, then:

- The link(s) will be disconnected;
- Daisycon is entitled to block the Publisher's access to the Daisycon Network;
- The Publisher, without prejudice to the provisions of article 6.2, cannot claim (any longer) any Commission.
- The Publisher will immediately remove from its website and/or return all links and/or material provided by the Advertiser and/or Daisycon;
- The Publisher is no longer authorized to use the name of the Advertiser or Daisycon.
- The Publisher is not allowed to re-register with another account, under a different name, or through another Affiliate channel if fraud is determined. This includes continuing promotions via other (third-party) channels.

6.2 Only in the event that the collaboration between Daisycon and the Publisher, as described in this T&C, is terminated in accordance with article 5.1, article 5.3, and/or article 9.3, the Publisher will be entitled to claim payment of Commission for Clicks, Views, and/or Transactions that were made before the termination date, in accordance with the provisions of article 3 and article 4.

6.3 Notwithstanding the provisions of article 6.2 and article 7, Daisycon and the Publisher shall not be entitled to any compensation from the other party in connection with the termination of the collaboration. They hereby waive any right to any (damage) compensation regarding the termination of the agreement.

6.4 In case of termination of the collaboration, the Publisher is obligated to immediately destroy all data and information related to the services of Daisycon or participation in an advertiser's campaign.

7. Liability

7.1 The Publisher is fully responsible and liable for the development and maintenance, functioning, and content of their Affiliate Channel. The Publisher is liable for any damages incurred by Daisycon or the Advertiser due to any shortcomings of the Publisher.

7.2 Daisycon is never liable for direct or indirect damages and/or costs incurred by the Publisher in connection with participation in the Campaign.



- 7.3 The Publisher ensures compliance with all obligations under the legislation and indemnifies Daisycon against any claims in this regard.
- 7.4 Daisycon is not liable for the Material provided by the Advertiser; it remains the responsibility of the Publisher to include and/or distribute it. If Daisycon is held liable by third parties for the content of the Material, the causing Publisher assumes full liability for Daisycon and indemnifies Daisycon accordingly. The costs incurred by Daisycon in connection with third-party liability, such as legal fees, will be fully reimbursed by the Publisher.
- 7.5 Daisycon is not liable for the quality and usability of the goods and services purchased by Users, nor for any infringement of third-party rights.
- 7.6 Daisycon commits to providing the Publisher with insights through its websites regarding:
- Applications for admission to the Campaign of the Advertiser;
 - Clicks and Transactions generated for the Advertiser.
- 7.7 Any attempt to manipulate the Daisycon network in any way, such as fraudulent clicks, conversion falsification, or other dishonest practices, automatically results in the immediate suspension of the Publisher. This entails forfeiture of all claims to any accrued balances. Any resulting damages will be charged to the Publisher.
- 7.8 Daisycon cannot be held liable for the fulfillment of its obligations under the agreement with the Publisher if and to the extent that performance is hindered by external factors, such as network malfunctions of Daisycon (whether caused by external influences, human error, etc.) or an interruption of operations.

8. Confidentiality

- 8.1 Before, during, and after the termination of the agreement with Daisycon, the Publisher shall refrain from making any statements to third parties or providing them with any information regarding the methods, techniques, and supplied data used by Daisycon, all in the broadest sense of the word, as well as any information arising from the concluded Affiliate Agreement(s) entered into by the Publisher.

9. Miscellaneous

- 9.1 The Publisher shall not make commitments and/or obligations on behalf of the Advertiser and/or Daisycon.
- 9.2 The Publisher is not entitled to transfer or make available (a part of) its rights, whether through collaboration or not, to third parties without the written approval of Daisycon.
- 9.3 Daisycon is entitled to change the T&C at any time. The Publisher will be electronically informed of these changes. If the amended T&C is not acceptable to the Publisher, the Publisher is entitled to terminate the collaboration. If the Publisher does not terminate the collaboration within 14 days after the dispatch of the amended T&C, the Publisher is deemed to have accepted the amended T&C.
- 9.4 If any provision of these T&C is found to be in conflict with applicable law, that provision shall be amended to comply with applicable law, taking into account the purpose of the provision in question.
- 9.5 The Publisher expressly declares that he/she is aware of the legislation in the country where the promotion takes place regarding advertising distribution related to the services and/or products of



the Promotional Materials included by the Publisher. The Publisher indemnifies Daisycon against any claims that may be related to the distribution of the Publisher's content.

- 9.6 By registering as a Publisher, the Publisher automatically agrees to the most current version of the T&C for participation in the Daisycon network.
- 9.7 This agreement does not establish a legal entity. The APV also does not govern an employment, commercial agent, representation, or appointment relationship and does not authorize any of the parties to make legal statements on behalf of one or more of the parties or to obligate or represent them in any way.

10. Privacy and Data security

- 10.1 The Publisher shall strictly adhere to the guidelines outlined in the General Data Protection Regulation (GDPR). In order to establish privacy safeguards for Parties and Users between Publisher, Daisycon, and Advertiser, Daisycon has drafted a Standard Data Processing Agreement for the interaction between Publisher and Daisycon and between the Publisher and Advertiser. This data processing agreement is part of the General Publisher Terms. Publisher declares that he has accepted this data processing agreement when entering into a collaboration with Daisycon and/or an Advertiser (<https://www.daisycon.com/en/standard-processor-agreement-publishers/>).
- 10.2 In addition to the standard data processing agreement, Daisycon may impose additional processes and guarantees on Publisher to ensure Privacy and Data Security.
- 10.3 In addition to the standard data processing agreement, an advertiser may include additional requirements and guidelines in its Campaign description. A Publisher must familiarize themselves with any additional conditions before participating in a Campaign from an advertiser.
- 10.4 Changes to the Campaign terms of an advertiser will be communicated to the Publisher before the effective date of the change. Continuing the Affiliate agreement with the respective Advertiser implies that the Publisher accepts the changes.

11. Applicable law and competent court

- 11.1 The General Terms and Conditions for Publishers and the agreements concluded with Publishers are subject exclusively to Dutch law.
- 11.2 The nullity of one or more of the provisions of these T&C will not affect the validity of the remaining provisions.
- 11.3 Disputes arising from the T&C, if an amicable solution cannot be reached between Daisycon and the Publisher, will be submitted to a dutch registered mediator. The choice of the Mediator is determined in consultation between Daisycon and the Publisher.
- 11.4 The costs for the Mediator are borne by the losing party unless agreed otherwise beforehand.
- 11.5 If Daisycon or the Publisher disagrees with the Mediator's conclusion, the dispute may be submitted to the competent court in Lelystad, unless Daisycon chooses to submit the case to the court that, in the absence of this article, is competent to hear the dispute.