

Advertising Terms and Conditions

Tourguide Canada



Tourguide Canada

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Article 1-Definitions

The following definitions apply to these conditions:

1. **Additional agreement:** an agreement whereby the advertiser acquires digital services relating to a distance agreement and these digital services are provided by the entrepreneur.
2. **Advertiser:** the (legal) person with whom the entrepreneur concludes an agreement with regards to advertising space
3. **Advertising space:** paid physical space within the website www.tour-guide-canada.com in which the advertiser promotes his/her product by a banner, text link or advertorial
4. **Affiliate:** entrepreneur
5. **Affiliate program:** a collection of remuneration models an advertiser uses to compensate the affiliate
6. **Day:** calendar day;
7. **Digital services:** data produced and delivered in digital form;
8. **Right of withdrawal:** the advertiser’s right to waive the agreement
9. **Entrepreneur:** Josette Prinsen, dba Tourguide Canada, who offers (access to) digital content, affiliate programs and / or distance services to consumers;
10. **Distance agreement:** an agreement concluded between entrepreneur and consumer within the context of an organised distance selling system of (access to) digital content and / or services, whereby up to and including the conclusion of the agreement solely or partly one or more techniques for distance communication are used;
11. **Technology for distance communication:** means that can be used to conclude an agreement, without the consumer and entrepreneur having to come together in the same room at the same time.



Article 2 - Entrepreneur's identity

Name: J.G.M. Prinsen dba Tourguide Canada
Address: Karpaten 43, 5706 PE, Helmond, The Netherlands
Telephone number: + 31611196207
Hours: Mon-Tue-Wed-Fri 18:00-22:00 CET; Thu and Sat 9:00-17:00 CET
Email address: send a message via the [contact form](#)
CoC / KvK number: 67595847
VAT number: NL141899219B01

Article 3 - Applicability

1. These terms and conditions apply to every offer made by the affiliate and to every distance agreement concluded between affiliate and consumer.
2. These terms and conditions are incorporated in full at www.tourguidecanada.com.
3. These terms and conditions are made available to the advertiser upon purchase and have to be accepted beforehand.
4. Upon request of the advertiser these general terms and conditions are sent free of charge via email.

Article 4 - The offer

1. Affiliates may forward visitors to the advertiser with the help of the advertiser's available promotional material. When a campaign takes place in advertiser's webshop, the affiliate will receive the pre-determined fee.
2. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
3. The offer contains a complete and accurate description of the offered digital services / content. The description is sufficiently detailed to allow a proper assessment of the offer by the advertiser. If affiliate uses images, these are a true reflection of the offered digital content. Obvious mistakes or obvious errors in the offer do not bind the affiliate.
4. Each offer contains such information that it is clear to the advertiser which rights and obligations are attached to the acceptance of the offer.

Article 5 - The agreement

1. The agreement is concluded at the moment of acceptance of the offer by the advertiser, and the fulfillment of the conditions set thereby.
2. If the advertiser has accepted the offer electronically, the entrepreneur will immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance is not confirmed by the entrepreneur, the advertiser can terminate the agreement.
3. If the agreement is concluded electronically, electronic transfer of data takes place within a secure SSL web environment.
4. When quotation for advertising space/ affiliate programme is offered, the advertiser is sent the following information in writing:
 - a. entrepreneur's establishment address;
 - b. the conditions under which, and the way in which, the right of withdrawal can be used;
 - c. information regarding warranty and existing service after purchase;
 - d. price including all applicable taxes of the service; insofar as applicable, the method of payment, delivery or execution of the distance agreement;

Article 6 - Right of withdrawal

After accepting the offer by the advertiser, -which is by default for the period of 1 year unless otherwise agreed-, entrepreneur provides the advertiser an invoice. After receiving full payment the ad is placed. The advertiser is entitled to terminate the agreement without giving any reason.

Cancellation within 24 hours after receipt of the full payment can be made free of charge. The full purchase price will be refunded to the advertiser within 3 business days.

In case of cancellation after 24 hours, but within 30 days after receipt of the full payment, the advertiser owes a fee for the days that the advertisement has been placed. There is no fee for days on which the ad has not been placed yet.

In fact: the compensation is the number of days on which the advertisement has been placed divided by 365, multiplied by the total amount of the invoice. This fee is settled with the paid purchase price. Within



3 business days after termination, the entrepreneur will refund that part of the purchase price for which the advertisement has not yet been posted to the advertiser.

Cancellation 30 days after receipt of the full payment is regarded as termination. No refund of any part of the purchase price takes place.

Article 7 - Exercise of the right of withdrawal by the advertiser

1. If advertiser uses his right of withdrawal, this must be done in unambiguous terms by means of an email to the entrepreneur via the [contact form](#)
2. If advertiser exercises his right of withdrawal, all supplementary agreements will be automatically dissolved.

Article 8 - Obligations of the entrepreneur in case of withdrawal

1. Entrepreneur makes the notification of withdrawal by the advertiser electronically possible. Entrepreneur will send an acknowledgment of receipt immediately after notification.
2. For reimbursement, entrepreneur will use the same payment method that advertiser has used, unless advertiser agrees to another method. Reimbursement is free of charge for the advertiser.

Article 9 - The price

1. During the period mentioned in the offer, prices of the offered digital content and / or services will not be increased.
2. The prices mentioned exclude VAT.

Article 10- Performance compliance and warranty

The entrepreneur guarantees that the digital services comply with the

- agreement,
- specifications stated in the offer, and
- existing, legal provisions and/or Government regulations per date of conclusion of the agreement.

Article 11- Termination and extension

Termination:

1. The advertiser may end the contract regarding placement of an ad at all times. This in accordance with article 6.
2. The agreement to place the advertisement applies for an agreed period and ends automatically at the end of this period. Cancellation is not required for this

Extension and renewal:

3. A agreement that has been concluded for a definite period and that extends to the placing of advertisements, is not tacitly renewed or renewed for a fixed duration. This requires a new agreement for which the entrepreneur makes an offer to the advertiser no later than 14 days before the agreed placement period expires.

Article 12 - Payment for advertising space

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the advertiser must be paid within 14 days after the invoice date.
2. If the advertiser does not meet his payment obligation(s) on time, -after he has been informed by the entrepreneur of the late payment and entrepreneur has granted the advertiser an extra period of 14 days to fulfill his payment obligations to pay-, and after the failure to pay within this extra 14-day-term, the advertiser owes the legal interest on the amount owed and the entrepreneur is entitled to charge the extrajudicial collection costs that have incurred. This collection costs shall not exceed the following levels: 15% on outstanding amounts to €2,500, =; 10% over the subsequent €2,500, = and 5% on the following €5,000, =, with a minimum of euro 40 =. The entrepreneur can - for the benefit of the advertiser-, use different amounts and percentages.

Article 13 - Complaints procedure

1. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the advertiser has discovered the defects.
2. Complaints submitted to the entrepreneur will be answered within 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within



this period of 14 days with a notice of receipt and an indication when the advertiser can expect a more detailed answer.

3. The advertiser must – in any event- give the entrepreneur at least 4 weeks time to resolve the complaint in mutual consultation. After this period, a dispute arises that is susceptible to the dispute resolution.

Article 14 - Disputes

Contracts between entrepreneur and advertiser to which these general terms and conditions apply, or disputes ensuing from these agreements, are exclusively governed by Dutch law.

Article 15 - Additional or deviating provisions

Additional conditions or conditions, different from these terms and conditions, will not disadvantage the advertiser and will be recorded in writing by email.

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