

Metamandrill.com Advertiser Terms and Conditions

Version: 08-04-2025

1. General

The following terms and conditions ("Advertiser Terms and Conditions") govern the placement and delivery of advertising ("Ad") as set forth in the respective order ("Insertion Order") submitted to Metamandrill.com for fulfillment. Metamandrill.com is owned and operated by the company Moi Online, registered with the Dutch Chamber of Commerce under number 62103962 ("Metamandrill.com"). The Advertiser Terms and Conditions and any associated Insertion Order or Insertion Orders are collectively referred to herein as the advertiser agreement ("Advertiser Agreement").

An Advertiser Agreement is entered into by and between Metamandrill.com and the party indicated as an advertiser in the Insertion Order ("Advertiser") and/or the agency listed in the Insertion Order for such Advertiser ("Agency"), if any. When the Agency acts on behalf of the Advertiser, the Agency confirms that it has full authorization to represent the Advertiser towards Metamandrill.com regarding the conclusion and execution of the Advertiser Agreement.

2. Invoices

Invoices will be sent by Metamandrill.com as dictated in the payment schedule in your Media Plan, or otherwise from time to time according to Metamandrill.com's normal billing procedures. Invoices will be sent by e-mail to the billing contact of the Advertiser or Agency, as applicable and as set forth in the Media Plan. Failure by Metamandrill.com for whatever reason to send a timely invoice will not affect Advertiser's obligation to pay for any Ads placed in accordance with the Media Plan.

3. Cancellation

Membership subscription has a subscription term as indicated in the offer, or by lack of any such indication a fixed term of twelve months. A membership subscription can be canceled by both parties, fourteen (14) days before the end of the subscription term. Subscriptions cannot be canceled in the interim when concluded for a fixed period of time.

In case a subscription is explicitly concluded for an indefinite period of time, it may be canceled by either party taking into account a notice period of two months. Subscriptions concluded for a fixed period of time will be renewed for period equal to the initial period, unless timely canceled. After the membership is canceled, the articles may remain published on Metamandrill.com. All advertiser branding & listings (Logos, name, etc.) may be removed throughout the website, unless agreed otherwise. The Expert Solution Partner Page will be removed from the website, including all company information and all advertiser/ partner resources like ebooks, reports, etc. Cancellations of subscriptions or media placements after an order has been submitted are restricted, except when allowed by Metamandrill.com, e.g., if special cancellation options are provided by Metamandrill.com.



4. Content Credits

One (1) credit lets you publish a “knowledge base” article, a press release, an item in the newsletter, or a resource like an ebook, report, etc. Additional content credits may be obtained if you run out of content credits when your subscription has not yet expired. The content credits that are not used at the end of your subscription shall remain valid if you renew your current or upgrade your subscription before your subscription expiry date. A maximum of 5 credits can be transferred to the renewed subscription period. Knowledge and news articles may remain published on Metamandrill.com. Resources like ebooks, reports, etc., may be removed from the website after two (2) years after publication or when we deem the content not relevant anymore or when the membership ends.

5. Terms of Payment

Payment is due within fourteen (14) calendar days following the invoice date unless Metamandrill.com expressly agrees otherwise in the Insertion Order. Payment not made within seven (7) calendar days of the due date shall accrue interest at the rate of 1.5% per month, or if less, the highest rate permitted under law. All costs of collection, including reasonable legal fees and expenses, incurred by Metamandrill.com, shall be borne and reimbursed by the Advertiser. The Advertiser shall pay all sales, use, excise, and other taxes which may be levied upon either party in connection with this Advertiser Agreement, except for income taxes. Should the Advertiser have any other outstanding and overdue amounts owed to Metamandrill.com for any other service or products, Revine.com may, in its discretion, allocate (offset) payments received towards those other debts.

6. Payment Liability

In the case of any Agency listed on the Insertion Order, Metamandrill.com will hold Agency and Advertiser jointly and severally liable for payments. Should the sum not have been cleared to Agency, Agency agrees to make every reasonable effort to collect and clear payment from Advertiser on a timely basis. Upon Metamandrill.com’s request, the Agency will make available written confirmation of the relationship between Agency and Advertiser. Such confirmation will include, for example, Advertiser’s acknowledgment that Agency is its agent and is authorized to act on its behalf in connection with the Insertion Order and confirm these Advertiser Terms and Conditions.

7. Delivery of Advertising Materials

All customized promotions/ banners are designed by Metamandrill.com. The Advertiser will, at its sole cost and expense, deliver all necessary advertising materials required for any Ad (“Advertising Materials”) according to technical specifications provided by Metamandrill.com. If the delivered Advertising Materials do not conform to Metamandrill.com’s technical specifications or do not arrive timely enough to deliver the Ad on any agreed dates according to the Insertion Order, then Metamandrill.com, in its sole discretion, may: (a) reject such Ad and refund any applicable amounts paid in advance; or (b) postpone running such Ad until a reasonable period of time after (i) the non-conforming Advertising Materials are corrected, or (ii) the late-arriving Advertising Materials are received; in any case, Metamandrill.com may begin to charge the Advertiser on the Insertion Order



start date on a pro-rata basis based on the full Insertion Order for each full day the Advertising Materials are not received. All content (e.g., Knowledgebase articles, news articles, resources) must comply and remain compliant with Metamandrill.com's guidelines. When a content plan for articles, newsletter items, and resources is aligned between both parties, and the required content cannot be delivered, the Advertiser must cancel the content seven (7) days before the deadline by written notice to Metamandrill.com. Otherwise, reserved credits will be charged. Information / material required to create customized promotions should be delivered at least thirty (30) days before the start of the campaign.

8. Advertiser and Agency Representations and Warranties

The Advertiser, and any Agency listed on the Insertion Order on its behalf, is responsible for any liability arising out of or relating to any Ad and Advertising Materials provided by the Advertiser or Agency hereunder and any material to which users can link through such Ad ("Linked Content"). The Advertiser represents and warrants that no part of the Ad, Advertising Materials, or Linked Content will: (a) infringe on any third party's copyright, patent, trademark, trade secret, or other proprietary rights or right of publicity or privacy; (b) violate any law, statute, ordinance or regulation, including, without limitation, laws, and regulations governing export control, false advertising or unfair competition; (c) be defamatory or libelous; (d) be pornographic or obscene; or (e) contain viruses or other similar harmful or deleterious programming routines. Metamandrill.com reserves the right to modify or remove published Ads and other content at any time without prior notice in case of non-compliance with the Advertiser Agreement, applicable guidelines, or if the content is partially or fully deemed illegal under applicable law.

9. Disclaimer of Warranties

Metamandrill.com provides its publications, websites, and services on an "as is" and "as available" basis, without any warranty of any kind. In the event of any error or malfunction in the display or distribution of any Ad or other content, Metamandrill.com's sole obligation will be to reprint or re-display the Ad or other content as soon as reasonably practicable. Metamandrill.com disclaims any and all warranties of any kind, whether express or implied, including but not limited to the implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from a course of dealing or course of performance and expressly excludes all warranties, representations, conditions and all other terms of any kind whatsoever under applicable law, insofar legally permissible.

We use Google Analytics (GA) to collect and analyze data. We use Google Data Studio to convert data into customizable informative reports. To uncover meaningful information in the larger data set, GA uses some statistics data sampling. GA uses a threshold on how much data is analyzed, and any data after that will be an estimation based on data patterns. GA uses a calculation, ensuring it is representative. No rights can be granted to this report and the data. We will not be liable for any action you take and losses and/or damages related to this report or the data it contains.



Metamandrill.com does not guarantee any specific results from using its website or services. This includes but is not limited to, the amount of content read by users, the number of banner impressions, or the number of clicks or visits to a member's website. Performance metrics such as website traffic, impressions, and clicks are provided for informational purposes only and do not constitute a guarantee of future performance.

10. Limitations of Liability

In no event shall Metamandrill.com be liable for any loss of profits, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect, or consequential loss, costs, damages, charges or expenses arising out of or in connection with the Advertiser Agreement including any Insertion Order (even if Metamandrill.com was advised of the possibility of any of the foregoing). Under no circumstances shall Metamandrill.com be liable to the Advertiser, Agency, or any third parties for an amount greater than the amounts received by Metamandrill.com under the relevant Insertion Order in relation to which such liability may arise. In lieu of a refund, Metamandrill.com shall be permitted to cause the placement of "make-good" advertising, if the "make-good" advertising is provided within a reasonable period of time after the liability has accrued.

11. Indemnity

Each of the Advertiser and any Agency agrees to indemnify, defend, and hold harmless Metamandrill.com and its affiliates, directors, officers, agents, and representatives for and from any claims, liabilities, losses, costs, and expenses (including reasonable legal fees and disbursements) resulting from or arising out of (a) the acts or omissions or breach of this Advertiser Agreement by the Advertiser or such Agency as applicable (including Advertiser's Representations and Warranties set forth above), (b) the content or subject matter of any Ad or Advertising Materials, or (c) any violation of any applicable laws, rules, regulations, industry guidelines or policies, including without limitation relating to any end-user or other data that it may collect or have collected in relation to the Ads placed according to the Insertion Order.

12. Amendments

Metamandrill.com reserves the right to amend these Advertiser Terms and Conditions, including the referenced guidelines, at any time, providing notice before the amendments take effect. Notification may be given in writing, via electronic means (including email), or through Metamandrill.com's website. The notice will indicate when the amendment becomes effective and reference the future applicable version(s). If an amendment adversely affects the Advertiser's position, the Advertiser may object to this in writing, stating its reasons. In the event of an objection, Metamandrill.com may reconsider the amendment and decide to withdraw it in whole or in part. If Metamandrill.com decides to implement the amendment despite the Advertiser's objection, the Advertiser will become entitled to terminate the Advertiser Agreement at the latest by the date on which the amendment takes effect. If the Advertiser does not object in writing to the proposed amendment before the effective date, the Advertiser will be deemed to have agreed to the amendment and shall become bound by the amendment from the effective day onwards. Amendments of minor importance,



amendments that are necessary due to amended laws and regulations and amendments that are to the benefit of the Advertiser may be implemented by Metamandrill.com without prior notice. In the event of such changes, the Advertiser does not have the right to object and/or terminate the Advertiser Agreement.

13. Miscellaneous

The Advertiser Agreement, including these Advertiser Terms and Conditions and associated Insertion Order(s), sets forth the parties' entire agreement and supersedes any and all prior oral or written agreements or understandings between the parties as to the subject matter hereof. Neither party may assign its rights and obligations under the Advertiser Agreement to a third party without the written consent of the other party. However, Metamandrill.com may assign or transfer the Advertiser Agreement, along with any associated rights and obligations, in whole or in part, to an affiliated company or a third party that acquires the relevant business activities of which the Advertiser Agreement is a part, without requiring the consent or cooperation of the Advertiser. Metamandrill.com will inform the Advertiser as soon as possible after such a transfer or assignment has taken place. Advertiser acknowledges and agrees that the acquiring party may, at its discretion, remove or alter any content published on behalf or request of the Advertiser. The Advertiser Agreement, including these Advertiser Terms and Conditions, is governed and construed by Dutch law. Any disputes arising from or in connection with the Advertiser Agreement are to be submitted to the competent court in the district in which Metamandrill.com is legally established. Suppose any provision of this Advertiser Agreement is held to be invalid or unenforceable for any reason. In that case, the remaining provisions will continue in full force without being impaired or invalidated.