Terms and Conditions MySeries

Address updated: 2026-11-28

Article 1 – Definitions

1.1 Terms and Conditions: These MySeries terms and conditions.

1.2 MySeries, with its place of business at Boterdiep 69-1, 9712 LK Groningen, the Netherlands.

1.3 Client: Any natural or legal person that enters into an agreement with MySeries, or with whom MySeries negotiates the conclusion of an Agreement.

1.4 Services: The services to be provided by MySeries to the Client: offering advertising space on a website or related services such as sponsoring, publication, or participating in part of the website.

1.5 Agreement: The agreement between MySeries and the Client for the provision of Services.

Article 2 – Applicability

2.1 These terms and conditions apply to all our offers and to all agreements entered into by MySeries, of whatever nature. In particular, these terms also apply to agreements entered into by MySeries for the provision of services to our clients.

2.2 Deviation from these terms and conditions is only permitted if and to the extent expressly agreed in writing.

2.3 If the Client also refers to (its) general terms and conditions, the Client's terms do not apply. This is only different if and to the extent the applicability of the Client's terms does not conflict with our terms and conditions; in that case only our terms apply. Any contrary clause in the buyer's terms does not affect the foregoing.

2.4 Where these terms and conditions refer to the "provision of services", this also includes performing services and work of any kind.

2.5 MySeries is entitled to amend these Terms and Conditions unilaterally. The Client will be informed of changes in writing in good time. Changes apply to existing Agreements as well.

Article 3 – Quotations

3.1 All our quotations are to be regarded as invitations to the potential Client to make an offer. They therefore do not bind MySeries in any way, unless the quotation itself expressly and unambiguously states otherwise in writing. An order given to MySeries constitutes an offer, which is deemed accepted by MySeries only after our written confirmation (the order confirmation).

3.2 All quotations made by us remain the property of MySeries and may not be copied and/or provided to third parties without our express written consent.

3.3 If the order to which our quotation relates is not placed with MySeries within three months of the date of our quotation, we may charge the Client the costs incurred by us in preparing the quotation.

Article 4 – Formation of the agreement

4.1 An agreement with MySeries is formed only when we have accepted an order given to us in writing. An agreement is deemed formed at the moment we send the order confirmation.

4.2 The buyer is bound by its order, in whatever form given to MySeries, for a period of eight days after the date of the order or (in the case of an oral order) after giving the order. A statement by the buyer that it wishes to cancel or amend its order during this eight-day period therefore cannot prevent an agreement based on the (original) order from being formed if we still accept/confirm the order within those eight days.

4.3 The order confirmation sent by MySeries to the Client is deemed to fully and correctly reflect the content

of the agreement concluded. The Client is deemed to agree to the content of our order confirmation unless it notifies MySeries in writing within eight days of the date of our order confirmation that it does not agree with the content.

4.4 Any additional arrangements and/or commitments made and/or given by our employees, or made and/or given on behalf of MySeries by other persons acting as representatives, bind MySeries only if confirmed in writing by our director(s) authorised to represent the company.

Article 5 – Prices

5.1 Our prices are exclusive of VAT and, unless expressly stated otherwise, expressed in euros.

5.2 The prices stated in quotations, contracts and order confirmations are based on the cost factors applicable at the time the agreement is formed, such as insurance premiums, levies, taxes and other government charges.

5.3 We reserve the right, if after the date the agreement is formed but before the day of delivery one or more cost factors increase, to charge these increases to the Client. We also have the right in such a case to terminate the agreement in whole or in part without court intervention. The Client has the same right, but only if within three months of concluding the agreement we take the position that changes in costs result in an increase of the price stated in the order confirmation. If the Client exercises this right, it must invoke termination by registered letter within five days of receiving our relevant notice.

Article 6 – Performance of the services

6.1 MySeries will provide the Services in accordance with the Agreement. MySeries undertakes to perform the arrangements in the Agreement to the best of its knowledge and ability and in accordance with the standards of good professional practice.

6.2 The Client is obliged to provide all data and information requested by MySeries. In addition, the Client is obliged to provide MySeries with all other facts and circumstances that may be relevant to the correct performance of the Agreement.

6.3 MySeries does not warrant the accuracy and completeness of the data provided by the Client to MySeries and accepts no liability for this. Providing incorrect and/or incomplete data by the Client (even if provided entirely in good faith) may give MySeries cause to terminate the Agreement in whole or in part. MySeries will never be liable for damages due to such termination.

6.4 MySeries reserves the right to suspend the provision of Services to the Client in whole or in part if the Client imputably fails to perform any obligation under this Agreement.

6.5 The Services are offered and provided by MySeries without any warranty of (uninterrupted) availability, security, suitability, absence of viruses, soundness or otherwise.

6.6 The agreed (delivery) periods for the services are target dates only, unless expressly agreed otherwise. Exceeding delivery periods does not put MySeries in default.

6.7 If the start date is postponed by MySeries, the only compensation for the Client will consist of MySeries still providing the Services for a period equal to the agreed period, or providing replacement Services to the Client, in good consultation with the Client.

Article 7 – Payment

7.1 Unless specific conditions have been agreed, the Client will pay the invoice amount within 15 days of the invoice date.

7.2 Payment must be made to a bank account designated by MySeries.

7.3 If MySeries has not received the amounts due within the agreed period, the Client will, without any notice of default being required, owe statutory interest plus three percent (3%) on the outstanding amount.

7.4 The Client is not entitled to suspend payment of the agreed amount because of an alleged shortcoming by MySeries.

7.5 The Client is not entitled to set off any (alleged) counterclaim against MySeries against the amounts due.

7.6 If the Client still fails to pay after a written reminder, it is also obliged to reimburse MySeries for all costs incurred for that reminder and all further collection measures, in or out of court, by external experts; without prejudice to MySeries' right to any damages.

7.7 If the Client's payments run via third parties, the Client must state this in writing in advance and demonstrate it by written approval from the third party. If MySeries has not received the amounts due from the third party within the agreed period, the claim will automatically be recovered from the Client.

Article 8 – Cancellation

8.1 Cancellation may only be made in writing.

8.2 In the event of cancellation more than 30 days before the agreed start date, the Client is obliged to pay MySeries 75% of the agreed price.

8.3 In the event of cancellation no later than 30 days before the agreed start date, the Client is obliged to pay MySeries the full agreed price.

Article 9 – Liability

9.1 MySeries is never liable for any direct or indirect damage suffered by the Client due to shortcomings of MySeries in performing any agreement between the parties, unless the damage is the direct result of intent or gross negligence on the part of MySeries.

9.2 MySeries is, however, never liable for damage incurred by the Client or third parties resulting from the provision of incorrect and/or incomplete data and/or information by the Client to MySeries, or resulting from an act and/or omission of the Client; and for damage incurred by the Client or third parties resulting from acts and/or omissions of (non-)subordinate auxiliaries engaged by MySeries and/or other third parties.

9.3 The Client is obliged to indemnify and hold MySeries harmless against all claims of third parties arising from or related to the agreement between MySeries and the Client, except insofar as such claims result from intent or gross negligence of MySeries.

9.4 The Client indemnifies MySeries against all legal claims of third parties, as well as damages, fines, costs and interest, related to advertisements, goods, rights or information that the Client provides and/or has made available to MySeries.

9.5 Liability of MySeries for indirect damage, including but not limited to consequential damage, lost profit, lost savings and damage due to business interruption, is excluded.

9.6 The total liability of MySeries due to imputable failings in performance of the agreement or otherwise never exceeds redelivery of services as agreed with the Client, or compensation up to a maximum of the amount of the Agreement. In no event will the total compensation for direct damage exceed €10,000 (ten thousand euros).

9.7 A ground that could give rise to a claim for damages must be submitted to MySeries in writing no later than within seven days after the Client discovered or could reasonably have discovered the damage, failing which the right to damages lapses.

Article 10 – Termination

10.1 Either party has the right to terminate the agreement if the other party, after a proper and as detailed as possible written notice of default setting a reasonable period for remedying the shortcoming, imputably fails to perform essential obligations under the agreement.

10.2 If MySeries is liable towards the Client and/or obliged to perform, MySeries is, insofar as performance is still possible, only obliged to perform if this can reasonably be required of it. If MySeries fails and performance cannot reasonably be required of it, it may terminate the agreement. MySeries will never be liable for any damages due to such termination.

10.3 MySeries may terminate the agreement in whole or in part with immediate effect by written notice without notice of default and without court intervention if the Client applies for or obtains a (provisional) suspension of payments, is declared bankrupt or otherwise becomes insolvent, or if the Client's business is liquidated or terminated other than for reconstruction or merger of companies. MySeries will never be liable for any damages due to such termination.

10.4 Amounts that MySeries has invoiced or will invoice in connection with what it has already performed or delivered in execution of the agreement remain due in full and become immediately payable at the moment of termination.

Article 11 – Force majeure

Force majeure means any circumstance beyond our control of such a nature that performance of the agreement cannot reasonably be required of MySeries (non-imputable failing). Force majeure includes: war, riots and hostilities of any kind, blockade, boycott, natural disasters, epidemics, shortage of raw materials, obstruction and interruption of transport possibilities, disruptions in our business, import and export restrictions or bans, and obstacles caused by measures, laws or decisions of international, national and regional (government) authorities. If due to force majeure we cannot, cannot properly or cannot timely fulfil our delivery obligation, we are entitled to regard the agreement or the part not yet performed as terminated, or to suspend it for a definite or indefinite period, at our option. In the event of force majeure the Client cannot claim damages from MySeries.

Article 12 – Governing law

Dutch law exclusively applies to quotations made by MySeries and to all Agreements entered into by MySeries as well as to these Terms and Conditions.

Article 13 – Dispute resolution

All disputes of whatever nature relating to/arising from agreements entered into by MySeries and services performed by MySeries will be settled by the competent court in Groningen.