



**RULES AND REGULATIONS FOR  
SELLING ADVERTISEMENTS  
by Wirtualna Polska Media**

*In force since 28 October 2024*

## RULES AND REGULATIONS FOR SELLING ADVERTISEMENTS

BY WIRTUALNA POLSKA MEDIA SPÓŁKA AKCYJNA WITH ITS REGISTERED OFFICE AT 02-092 WARSAW,  
UL. ŻWIRKI I WIGURY 16

### I. KEY TERMS

#### Portal

Means the websites and webpages owned by Wirtualna Polska Media Spółka Akcyjna (hereinafter: "Wirtualna Polska Media") available both in and outside the wp.pl and o2.pl domains, as well as any websites and webpages for which Wirtualna Polska Media acts as the seller in terms of advertising space.

#### Advertisement View

Means the recording, in the statistics of the Portal's advertising system, of information that a certain form of advertising has been sent to the User for display.

#### Statistics

Mean data available online presenting the number of views of the respective advertisement and its effectiveness, except for broadcast of advertising campaigns settled under a performance-based model.

#### Business Days

Mean days from Monday through Friday excluding statutory holidays.

#### Wirtualna Polska Media Offer

Means the terms and conditions of advertisement broadcasting in the Portal presented by Wirtualna Polska Media in reply to an Advertiser's inquiry, containing at least the elements described in § 4 item 2 of these Rules and Regulations, and being an offer as defined in Article 66 of the Polish Civil Code.

#### Content of the Order

Means a document prepared by Wirtualna Polska Media and containing a Wirtualna Polska Media Offer.

#### Order

Means the Content of the Order signed by an authorized representative of the Advertiser, confirming the acceptance of a Wirtualna Polska Media Offer and execution of an agreement for the service of broadcasting an advertisement at the Portal on the terms and conditions resulting from the Wirtualna Polska Media Offer.

#### Order Modification

Means a change of the agreed dates or places of advertisement broadcasting without causing a decrease in the Order value or a change of the agreed date of commencing and completing the execution thereof.

#### Order Change

Means any changes going beyond the changes referred to as Order Modification.

#### Media Plan

A detailed plan for broadcasting an advertisement on each website of the Portal, specifying the time of broadcasts and the number of impressions.

#### Advertiser

Means any natural or legal person and an organizational unit without a legal personality that orders advertisement broadcasting from Wirtualna Polska Media. The Advertiser is also an advertising agency or another intermediary acting for and/or on behalf of their customers.

## **Wirtualna Polska Media**

Means Wirtualna Polska Media Spółka Akcyjna with its registered office in Warsaw, ul. Żwirki i Wigury 16, 02-092 Warsaw, entered in the Register of Commercial Undertakings maintained by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register under KRS file number: 0000580004, Tax Identification Number NIP: 5272645593, Statistical Number REGON: 142742958, share capital: PLN 320,005,950.00, paid up in full.

## **Price List**

Means the Price List of the advertising services provided by Wirtualna Polska Media accessible for downloading from <https://reklama.wp.pl/strefa-klienta>

## **Specifications**

Means the document entitled "Advertising Forms – Technical Specifications" available for downloading from <https://reklama.wp.pl/strefa-klienta>, specifying in particular the preparation method and technical parameters to be complied with by the advertising material specified in the document, in a form enabling the execution of the Order.

## **II. GENERAL PROVISIONS**

Advertisements are accepted and published by Wirtualna Polska Media in accordance with the principles specified in these Rules and Regulations taking into account the Specifications and the Price List.

### **§1**

1. Wirtualna Polska Media is not responsible for the content of published advertisements. The Advertiser will indemnify Wirtualna Polska Media and third parties to whom Wirtualna Polska Media sells advertising space from the obligation to satisfy claims made by third parties in connection with the broadcasting of the advertisement and/or to compensate for any damage (together with the costs of legal or other proceedings and other reasonable expenses incurred by third parties in connection with their claims) caused to Wirtualna Polska Media in connection with the content of the advertisement published.
2. The Advertiser is solely responsible for ensuring that it is entitled to place an Order and that the execution of the Order by Wirtualna Polska Media will not violate the rights of third parties. Specifically, the Advertiser warrants that, as regards the Order placed, it is entitled to any and all intangible property rights, including in particular copyright, related rights, rights to registered designs and trademarks.
3. The Advertiser will be liable for any damage caused by the execution of the Order by Wirtualna Polska Media, including any violation of the rights of third parties caused in a manner other than the execution of the Order itself, in particular by the violation of the rights to the intangible property of such parties, and in the event that the claims of third parties are asserted directly against Wirtualna Polska Media, the Advertiser will satisfy such claims.

### **§2**

1. Advertisements must not violate the law or the principles of community life.
2. When signing an Order, the Advertiser (including the agency or another advertising intermediary with reference to its customers) gives its consent for Wirtualna Polska Media to use the advertising material (which includes trademarks and names, including names of Advertisers and Advertisers' customers) to execute the Order and for archiving purposes. Moreover, the Advertiser gives its consent to the use of the aforementioned advertising material for the purpose of promoting Wirtualna Polska Media's websites and applications and/or Wirtualna Polska Media's advertising services, in particular through their multiplication in print or digitally, marketing, public exhibition, display, broadcasting and making available to the public such that anyone could have access to the material at the place and time of their choosing, including in particular in the Portal as well as for the purposes of marketing and presenting references of Wirtualna Polska Media.
3. The content and form of advertising creations are the sole responsibility of the Advertiser. Wirtualna Polska Media is in no way responsible for the content and form of advertising creations.
4. Wirtualna Polska Media reserves the right to refuse or withhold the broadcasting of advertisements for convenience and without being in any way liable in that respect, in particular if:

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*For further information, please contact the Advertising Department of Wirtualna Polska Media [S.A.reklama@grupawp.pl](mailto:S.A.reklama@grupawp.pl),*

*tel. (+48) 22 57 67 890, fax (+48) 22 57 63 959*

- a) there is a reasonable suspicion that they violate the law, principles of community life or the rights of third parties;
- b) payment for the advertisements published earlier is not received or is received late;
- c) the Advertiser fails to send the advertising creations required to execute the Order within the time limit specified in § 5 sec. 2 of the Rules and Regulations.

### §3

1. Wirtualna Polska Media reserves the possibility to make a special designation for the advertisement broadcast in the Portal by using words such as "advertisement", "advertising announcement", "paid announcement", "sponsored material", "the broadcast contains product placement", etc.
2. When signing an Order, the Advertiser (including the agency or another advertising intermediary with reference to its customers) gives its consent for Wirtualna Polska Media to use the advertising material (which includes trademarks and names, including names of Advertisers and Advertisers' customers) to execute the Order and for archiving purposes. Moreover, the Advertiser gives its consent to the use of the aforementioned advertising material for the purpose of promoting Wirtualna Polska Media's websites and applications and/or Wirtualna Polska Media's advertising services, in particular through their multiplication in print or digitally, marketing, public exhibition, display, broadcasting and making available to the public such that anyone could have access to the material at the place and time of their choosing, including in particular in the Portal as well as for the purposes of marketing and presenting references of Wirtualna Polska Media.

### §4

1. Services consisting in broadcasting advertisements in the Portal are provided under an Order prepared by Wirtualna Polska Media and then delivered by the Advertiser to Wirtualna Polska Media.  
Provisions of Items 2-5 of this Clause specify the conduct of Wirtualna Polska Media and the Advertiser as regards signing of an Order and entering into a contract. Provisions of Item 6 define rules of conduct by Wirtualna Polska Media and the Advertiser if the Advertiser delivers to Wirtualna Polska Media an order for advertising services whose content has been prepared by the Advertiser on its own.
2. The Advertiser interested in the broadcasting of an advertisement in the Portal will deliver to Wirtualna Polska Media an inquiry concerning the terms and conditions of one or more broadcasts of the advertisement in the Portal. Such inquiry may be delivered to Wirtualna Polska Media in any form, including orally or by telephone, fax or email. Wirtualna Polska Media will present the Advertiser with an Offer in the form of Content of the Order. A Content of the Order includes at least:
  - a) name of the advertising campaign,
  - b) specification of the company name of the Advertiser, including its legal form;
  - c) address and Tax Identification Number (NIP) of the Advertiser;
  - d) contact details for contract performance, telephone number, fax, e-mail address;
  - e) description of the campaign, net and gross fee payable to Wirtualna Polska Media for the execution of the advertising campaign;
  - f) a representation confirming the Advertiser has familiarized itself with these Rules and Regulations, the Price List and the Specifications, has accepted their provisions and acknowledges that they constitute an integral part of the Order;
  - g) the Advertiser's representation that the Content of the Order has not been modified.
3. If the broadcasting of an advertisement in accordance with the Offer continues beyond one calendar month, Wirtualna Polska Media will prepare Content of the Order for each calendar month. Whenever provisions hereof refer to the Content of the Order or the Order, it is understood (in the event of the broadcasting of an advertisement continuing beyond one calendar month) as the Content of the Orders or the Orders in the plural form (corresponding to the number of calendar months during which the campaign continues).
4. When the Content of the Order is sent to the Advertiser's email address or fax number as indicated by the Advertiser, this constitutes a Wirtualna Polska Media Offer for entering into a contract for broadcasting an advertisement.

Wirtualna Polska Media is bound with the Offer for broadcasting an advertisement specified in the Content of the Order for 1 day (unless Wirtualna Polska Media sets a different term of being bound with the Offer).

5. As soon as Wirtualna Polska Media receives an Order from the Advertiser (sent by the Advertiser in writing, by fax or by email) consistent with the Content of the Order sent by Wirtualna Polska Media to the Advertiser, a contract is entered into by and between the Advertiser and Wirtualna Polska Media, subject to provisions of Item 4. The Advertiser is entitled to accept a Wirtualna Polska Media Offer (to sign the Order and provide it to P) only without reservations (without any changes) regarding the Content of the Order sent to the Advertiser by Wirtualna Polska Media.
6. The provisions of Items 2-5 do not apply if the Advertiser's conduct is not consistent with the procedure described therein and where the Advertiser sends an order to Wirtualna Polska Media prepared and signed based on another document than the Content of the Order prepared by Wirtualna Polska Media. Such order, sent by the Advertiser:
  - a) constitutes its offer to enter into a contract for broadcasting an advertisement on the Portal's sites as described in such order if the order contains the provisions referred to in Item 2(a)-(h) of this Clause.
  - b) causes Wirtualna Polska Media not to be bound anymore with the Offer for broadcasting an advertisement in accordance with the Offer (this provision is applicable if Wirtualna Polska Media has sent the Content of the Order to the Advertiser),
  - c) gives Wirtualna Polska Media the right to accept the Advertiser's offer (which causes a contract being entered into by and between the Advertiser and Wirtualna Polska Media on the terms and conditions specified in the order sent by the Advertiser) or to send its own Offer to the Advertiser to be accepted by the Advertiser (then provisions of Items 4 and 5 of this Clause shall be applicable which means, in particular, that a contract is entered into after the Advertiser sends to Wirtualna Polska Media a signed Content of the Order satisfying the conditions referred to in Item 5 of this Clause. If Wirtualna Polska Media sends its own offer – the Content of the Order prepared by Wirtualna Polska Media – to the Advertiser, this shall be considered the refusal to accept the Advertiser's offer as referred to in sub-item (a) above.
7. Wirtualna Polska Media reserves the right – without any damages to the Advertiser in this respect – not to broadcast any advertising campaign that is inconsistent with the programming profile or interest of Wirtualna Polska Media.
8. Compensation for damages caused by Wirtualna Polska Media may not exceed the amount of the fee for broadcasting the advertising campaign in accordance with the Order. Wirtualna Polska Media is not liable for loss of profit.

## §5

1. Advertising materials provided by the Advertiser in order to perform the Order should meet the technical requirements set out in the Specifications and the Price List.
2. The Advertiser undertakes to deliver to Wirtualna Polska Media by email an advertising creation to make it possible to perform an advertising campaign by Wirtualna Polska Media no later than two business days before the date of the planned and ordered publication of the advertising campaign. If the Advertiser fails to deliver the advertising creation within the required period, Wirtualna Polska Media reserves the right to execute the advertising campaign on another date after the Advertiser has delivered the advertising creations or, if an advertising campaign may not be executed on another date, to refrain from executing the advertising campaign. Wirtualna Polska Media will not be liable to the Advertiser in any way whatsoever for the execution of the advertising campaign at a different date or for the non-execution of the advertising campaign for reasons attributable to the Advertiser as specified in the previous sentence. In the case of rotating advertising forms, Wirtualna Polska Media allows a maximum of 5 (five) different advertising creations to be presented.
3. All advertising materials intended for emission are subjected to an automatic technical audit conducted by Wirtualna Polska Media. The audit will verify compliance of the advertising materials with the Specifications, the correctness of creative display, its clickability and effectiveness in redirecting the user to the target site. A creative that does not receive a positive audit result will not be emitted.  
Within two business days from the date of receipt of the advertising materials from the Advertiser, Wirtualna Polska Media may confirm in writing (including sending by fax) that the advertising materials received from the Advertiser are correct and ready for broadcast; the absence of such confirmation from Wirtualna Polska Media after this period will mean that the provided advertising materials are correct and ready for broadcast.
4. The use by the Advertiser or entities acting on the Advertiser's orders, or any entities, upon whose orders the

Advertiser is acting, of any systems, scripts or codes to collect information about the Portal's users, their reactions to the Advertisements being broadcast or to the content distributed on the Portal's pages, as well as information about the websites visited by the users (including information about the content of the websites or information enabling their classification), as well as the use of the aforementioned information in a manner and for purposes that go beyond the needs resulting from the execution of the Order to broadcast the advertisement through which the information was obtained requires a separate consent of Wirtualna Polska Media to be obtained, provided that final decision regarding the consent rests solely and exclusively with Wirtualna Polska Media. The consent to use of the information stated above may be granted for an unspecified period of time, with a revocation option by Wirtualna Polska Media, or for a specified period of time. The form of consent and its revocation can be in the form of e-mail, in writing, including fax.

5. Irrespective of obtaining the consent of Wirtualna Polska Media referred to in Item 4 of this Clause, the Advertiser undertakes to ensure that the collection of the information referred to in Item 4 of this Clause, as well as any use of such information, is effected in accordance with the applicable law; this applies in particular to situations, in which both the collection of the information and its use require, in accordance with the applicable law, the consent of the Portal User or the right to submit an objection regarding the manner information is collected or used. It is the Advertiser's obligation to obtain the User's consent and to provide the User with the opportunity to make an objection. Additionally, after an objection is made, the Advertiser is required to stop collecting and using the information.
6. A violation of the restrictions and/or obligations set forth in Clauses 4 and 5 above constitutes a gross violation of the Advertiser's contractual obligations (including the obligations arising from the Order submitted to and accepted for execution by Wirtualna Polska Media) and entitles Wirtualna Polska Media to demand payment by the Advertiser of a contractual penalty in the amount of PLN 20,000 (twenty thousand) for each instance of violation. The contractual penalty will be paid within 14 days of receipt by the Advertiser of the relevant demand issued by Wirtualna Polska Media. The stipulation of a contractual penalty will not prevent Wirtualna Polska Media from claiming damages in excess of the contractual penalty amount specified above.
7. Wirtualna Polska Media makes efforts to ensure that advertisements broadcast by Wirtualna Polska Media are accessible by users of popular web browsers, operating systems, computer types and Internet connection types. However, Wirtualna Polska Media does not guarantee and is not responsible for ensuring that any combination of these factors will enable access to and ability to view the advertisement or its individual elements. Lack of impressions of the advertisement due to the factors mentioned above will not constitute grounds for compensation to the Advertiser.

## §6

1. As for possible Changes and Order Modifications regarding: the content of the advertisement, the graphic element, if it is necessary to introduce them, the Advertiser is obligated to deliver them to Wirtualna Polska Media in writing (or in some other form agreed with Wirtualna Polska Media) with a precise definition of their scope.
2. Any Change or Order Modification requires the consent of the Advertiser and Wirtualna Polska Media. Wirtualna Polska Media provides the possibility of making Changes or Order Modifications if the Change/Modification is possible due to the availability of advertising space, although Wirtualna Polska Media may refuse to make such Changes/Order Modifications without stating any reason.
3. Changes to the Order during the course of a campaign that are not included in the Order (i.e. the minimum duration and hourly range) are subject to a surcharge of 20% of the Order's value. In case of doubt and ambiguity about the scope and nature of the submitted changes, Wirtualna Polska Media has the right to execute the Order in the original form and time.

## §7

Filing of a complaint regarding the manner and quality of performance of the Order to date does not release the Advertiser from the obligation to pay Wirtualna Polska Media the fee in accordance with the Order.

## §8

1. Campaigns are implemented in billing periods no longer than one calendar month, unless Wirtualna Polska Media agrees otherwise with the Advertiser.
2. For an ordered advertisement/advertising campaign, the Advertiser shall pay the fee payable to Wirtualna Polska Media within 14 days of issuing the invoice unless Wirtualna Polska Media and the Advertiser agree on a different date of payment. The payment shall be made on the basis of a VAT invoice issued by Wirtualna Polska Media after the broadcast of an advertisement/advertising campaign is completed depending on whether the Parties find that the

fee is due upon completion of the broadcast of the advertisement or upon completion of the advertising campaign, with a reservation that the fee shall be due no later than at the end of the calendar month unless Wirtualna Polska Media and the Advertiser agree otherwise. This rule means that in the case of a broadcast of an advertisement / advertising campaigns executed in periods longer than one calendar month, the broadcast of the advertisement / advertising campaigns will be billed as many times as the number of calendar months of the broadcast of the advertisement / advertising campaigns in accordance with the Advertising Order, unless the Parties agree otherwise.

3. Wirtualna Polska Media reserves the right to receive prepayments for an ordered campaign which are made on the basis of a pro forma invoice. In such case, the Advertiser shall pay the full fee for broadcasting the advertisement no later than by the 3rd (third) day before the broadcasting of the advertisement, as specified in the Content of the Order, starts unless the Parties agree of on a different date of payment.

#### **§9**

Unless agreed otherwise between Wirtualna Polska Media and the Advertiser, the fee payable to Wirtualna Polska Media for an advertisement ordered shall be determined based on the Price List in effect on the date of submission of the Order, including prices and additional fees, except for the fee for the broadcast of advertising campaigns with performance-based settlements. Wirtualna Polska Media reserves the right to change (also upwards) the price for Flat Fee campaigns, as compared to the current pricing in the WPM advertising price list published on the reklama.wp.pl website. A change will be binding if the Advertiser receives it no later than at the moment of sending the Offer referred to in Clause 4(4) of the Rules and Regulations.

#### **§10**

Discounts for Advertisers purchasing advertisements in Wirtualna Polska are agreed upon on a case-by-case basis and depend on the size of the Order, except for the broadcast of advertisements/advertising campaigns with performance-based settlements.

#### **§11**

1. The minimum net value of the Order (after discounts) is PLN 1,000 plus the goods and services tax at the applicable rate on the date of issue of the VAT invoice by Wirtualna Polska Media (unless Wirtualna Polska Media agrees to a lower minimum value of the Order), subject to special offers of Wirtualna Polska Media.
2. All the prices given in the price list are net prices. The value of the Order specified in the VAT invoice will be increased accordingly by the goods and services tax at the appropriate rate in effect in accordance with the law.

#### **§12**

1. Wirtualna Polska Media also provides advertising services using:
  - 1.1. the PIXEL HOLDINGOWY (HOLDING PIXEL) technology or a script provided by Wirtualna Polska Media to the Advertisers using the information flow mechanism between the Advertiser's sites and applications and the Portal – which allows for the free and informed flow of users from the Portal to the Advertiser's sites and the flow of user data from the Advertiser's sites to the Portal's advertising system. The script enables the flow and registration of user information. The process requires the implementation of technical solutions such as PIXEL HOLDINGOWY;
  - 1.2. technology based on identification of users by juxtaposing data, including identification based on users' email addresses provided by the Advertiser with data of Wirtualna Polska Media or based on different data allowing for identifying a user indirectly, such as click-throughs between areas and device parameters. The technology requires previous implementation of the PIXEL HOLDINGOWY technology by the Advertiser;
  - 1.3. a tool which enables Wirtualna Polska Media to identify users of the Advertiser's website in advertising systems of Wirtualna Polska Media to increase the Advertiser's advertising potential. Identification is based on information about the user, including the user's IP, technical parameters of the user's browser, information about the user's operating system and device.
2. PIXEL HOLDINGOWY enables the flow and the registration of user information the access to the users' personal data by Wirtualna Polska Media and companies of the Wirtualna Polska Holding S.A. group with its registered office in Warsaw in order to provide advertising services. Wirtualna Polska Media will not use the users' data for purposes other than the provision of advertising services with a disclaimer that this does not apply to the users' data that are controlled by Wirtualna Polska Media individually, i.e. independent of the provision of advertising services to the Advertiser, which may be used for the development, optimization and personalization of Wirtualna Polska Media's advertising and other services. Wirtualna Polska Media will not use users' data for the optimization of advertisements of other Advertisers otherwise than after combining them with other data obtained from other Advertisers in



unnamed, automated aggregates or otherwise collected, and Wirtualna Polska Media will not allow other advertisers or third parties to target advertisements based solely on data collected on the Advertiser's websites and applications.

3. Using PIXEL HOLDINGOWY, the Advertiser shall provide users with transparent and easily accessible information about the manner of using their personal data by the Advertiser and Wirtualna Polska Media. In particular, the Advertiser shall inform users about: using cookies or other ways of local information storage, personal data processing to personalize advertisements and their personal data processing by Wirtualna Polska Media in connection with using PIXEL HOLDINGOWY. Examples of the reporting duty for the Advertiser, to be fulfilled at the Advertiser's website in connection with using PIXEL HOLDINGOWY, each time requiring an adjustment to the Advertiser's needs, are defined in Appendix 1d. The Advertiser shall inform users how they can withdraw their consent to the personalization of advertisements and, at a minimum, provide information about the possibility of changing settings on the user's device and in the Privacy Settings of Wirtualna Polska Media.
4. Details of personal data processing, including the roles of the Parties in the process of data processing, their rights and duties, while using:
  - 4.1. the technology described in Items 1.1. and 1.2. above within the cooperation between Wirtualna Polska Media and the Advertiser providing services on the Polish market or a foreign market – are defined in Appendix 1b or Appendix 1b, respectively;
  - 4.2. the tool described in Item 1.3. above within the cooperation between Wirtualna Polska Media and the Advertiser – are defined in Appendix 1c.
5. Unless the Advertiser uses the technologies or tools referred to in Item 1 above, the Appendix concerning the processing of users' personal data in connection with using the technology or tool in question shall not be applicable.
6. Details of users' personal data processing can be found in the privacy policy of Wirtualna Polska Media.

#### **IV. COMPLAINTS**

##### **§13**

1. Any complaints regarding the manner and quality of the execution of the Order must be reported by the Advertiser to Wirtualna Polska Media only in writing no later than 30 days after the completion date of the campaign. If the complaint is justified then Wirtualna Polska Media is obliged, after consultation with the Advertiser, to correct the defects and errors in the advertisement.
2. If the campaign is not fully executed within the agreed period for reasons beyond the control of Wirtualna Polska Media, the period for its execution will be extended (but no more than until the end of the calendar month in question) or, alternatively, the Client may transfer the remaining number of impressions to the next Order. Unless Wirtualna Polska Media extends the campaign execution period and agrees to transfer the remaining number of views to the next Order, the fee payable to Wirtualna Polska Media shall be decreased pro rata to the unfulfilled portion of the Order.
3. The compensation from Wirtualna Polska Media may not exceed the amount of the fee for the broadcast of the advertising campaign in accordance with the Order.

#### **V. FINAL REMARKS**

##### **§14**

During the broadcasting of an advertisement and within 30 days of its completion, the Advertiser has access to detailed Statistics of each campaign specified in the Order, provided that the access to the statistics of the advertising campaigns settled under a performance-based model is limited to the data specified in the Detailed Rules for the broadcast of advertising campaigns settled under a performance-based model on the Portal. The access to the statistics is possible online 24 hours a day and secured with a unique password provided to the Advertiser.

##### **§15**

1. Any matters that are not covered by these Rules and Regulations will be governed by the applicable regulations, in particular the Act on Providing Services by Electronic Means and the Civil Code.
2. The Appendices constitute an integral part of the Rules and Regulations. The acceptance of the Rules and

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Regulations entails the acceptance of the content of the Appendices hereto. If provisions of the Rules and Regulations are inconsistent with the content of the Appendices, the content of the Appendices shall prevail.

3. These Rules and Regulations, the advertising orders and contracts concluded on their basis, as well as the related declarations of parties are governed by Polish law.
4. Any disputes arising from the application of these Rules Regulations, an Order or the related declarations of parties will be resolved by a common court with jurisdiction over the registered office of Wirtualna Polska Media.
5. Wirtualna Polska Media reserves the right to change the content of these Rules and Regulations at any time.
6. If the Advertiser refuses to accept the new terms and conditions of these Rules and Regulations during the term of a contract concluded before the date of the amendment to these Rules and Regulations, then the contract between the Advertiser and Wirtualna Polska Media will end, unless the broadcasting of the advertisement began before the amendment to the Rules and Regulations or unless the parties agree otherwise. In the case mentioned in the previous sentence, the broadcasting of the Advertisement will continue until it ends on previous terms.
7. These general principles do not apply to the conclusion of contracts with consumers, i.e. natural persons performing a legal act that is not directly related to their business or professional activity. Persons who have the status of consumers are requested to contact the Sales Department of Wirtualna Polska Media in order to enter into an individual contract for the provision of advertising services.

#### **ADDITIONAL FEES**

##### **FEE FOR CHANGING AND CANCELLING AN ORDER FOR BROADCASTING ADVERTISEMENTS AMOUNTS TO:**

Changes to broadcasting an advertisement during the course of a campaign that are not included in an Order:	<b>+20%</b>
within 30 business days of the planned start of a campaign:	free of charge
between the 14th and the 29th business day before starting a campaign:	<b>+20%</b>
between the 4th and the 13th business day before starting a campaign:	<b>+40%</b>
between the 1st and the 3rd business day before starting a campaign:	<b>+60%</b>
during the performance of a campaign:	<b>+80%</b>
in the case of one-day projects, within 3 business days before starting a campaign:	<b>+80%</b>

A fee for cancellation is added to the value of the Order which remains to be completed.

## OFFICIAL DISCOUNT RULES

Wirtualna Polska Media applies the rule of rolling discount both to direct customers and advertising agencies. The discount is raised when exceeding further thresholds of expenditures for advertising in Wirtualna Polska Media. It is possible to receive a higher discount at once on condition that expenditures are declared and a contract is signed obligating the customer to reach a selected threshold of advertising expenditures in Wirtualna Polska Media during the term of the contract. If the obligation is not fulfilled, Wirtualna Polska Media has the right to receive back the excess discount by issuing an adjustment invoice.

### DISCOUNT THRESHOLDS FOR RETAIL CLIENTS

Expenditures up to PLN 100,000	<b>discount up to 10%</b>
More than PLN 100,000	<b>discount to be negotiated</b>

### DISCOUNT THRESHOLDS FOR ADVERTISING AGENCIES AND INTERNET BROKERS

Without declaring turnover	<b>up to 10%</b>
More than PLN 50,000	<b>up to 15%</b>
More than PLN 100,000	<b>up to 20%</b>
More than PLN 200,000	<b>up to 25%</b>
More than PLN 400,000	<b>up to 30%</b>
More than PLN 800,000	<b>to be negotiated</b>

The above amounts pertain to total annual turnover.

Appendix 1a – Personal Data Co-Controlling Agreement (PIXEL HOLDINGOWY – Domestic Advertiser)

Appendix 1b – Personal Data Processing Agreement (PIXEL HOLDINGOWY – Foreign Advertiser)

Appendix 1c – Personal Data Processing Agreement (identification of users of the Advertiser's website)

Appendix 1d – examples of the reporting duty

**Personal Data Co-Controlling Agreement**  
**(hereinafter referred to as the "Agreement")**

entered into by and between **"WP"** and the **"Advertiser"**

each of the above individually hereinafter referred to as a "Party" or jointly as the "Parties" or "Joint Controllers".

**Whereas:**

1. The Advertiser runs a website (hereinafter referred to as the **"Website"**) for users (hereinafter: **"Users"**). WP is a provider of the WP Pixel technology, which may be used to address advertising campaigns (in particular retargeting and remarketing ones) to specific Users of the Website (hereinafter: **"WP Pixel"**) on websites and webpages owned by WP, available both in and outside the wp.pl and o2.pl domains, as well as any websites and webpages for which WP acts as the seller in terms of advertising space (hereinafter: the **"Portal"**).
2. The Parties entered into a contract on addressing advertising campaigns in the Portal using WP Pixel implemented on the Website (hereinafter: the **"Master Agreement"**).
3. In connection with the performance of the Master Agreement, the Parties hereby jointly set the purposes and means of the processing of personal data as joint data controllers within the meaning of Article 26 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ L 119, p. 1) (hereinafter: the **"GDPR"**).
4. Pursuant to Article 26(1) of the GDPR, the Parties will determine in a transparent manner their respective responsibilities for compliance with the obligations under the GDPR, in particular as regards the exercising of the rights of a data subject and their respective duties to provide the information referred to in Articles 13 and 14 of the GDPR.

**In view of the above, the Parties resolved to regulate the terms and conditions of their cooperation under the Agreement for co-controlling of personal data processed in connection with the performance of the Master Agreement as follows:**

**I. Subject matter of the Agreement**

1. This Agreement governs relations between the Parties with regard to joint control of personal data processed in order to address advertising campaigns (in particular retargeting and remarketing ones) to specific Users of the Website within the Portal using WP Pixel under the performance of the Master Agreement. The Agreement, in particular, sets out in a transparent manner the responsibilities of the Joint Controllers related to the above personal data processing, including the performance of their obligations under the provisions of the GDPR and other generally applicable laws, and defines the representation of the Joint Controllers in contacts with data subjects as well as their relations with data subjects.
2. For the purpose of proper implementation of the Agreement, the Joint Controllers undertake to:
  - a) cooperate in the performance of obligations of the Joint Controllers of personal data;
  - b) process personal data in accordance with the Agreement, the Master Agreement, the provisions of the GDPR and other generally applicable laws;
  - c) refrain from actual and legal actions that could compromise the security of personal data in any way or expose the other Joint Controller to civil, administrative or criminal liability.
3. None of the Joint Controllers shall be entitled to a fee for the performance of their obligations under the Agreement or have the right to demand an increase in the fee payable to the Joint Controller under the Master Agreement or any other legal relationship.
4. Each Joint Controller shall cover its own costs and expenses related to the proper performance of the Agreement.

**II. Description of personal data processing to which co-controlling applies**

1. The process of personal data processing includes a number of specific processing operations (collecting, hashing, sending, saving, matching and juxtaposing, modifying, statistical analysis). The Parties may be involved in data processing operations and have an actual impact on them to a varied extent (define detailed purposes and ways of data processing in a given operation). Therefore, the Parties assume that the responsibility of each of the Parties is limited to personal data processing operations or sets of operations whose purposes and ways it actually defines (has an actual impact on them), i.e. they take place within its IT environment (the Advertiser in the case of a Website and WP in the case of the Portal respectively). With regard to other personal data processing operations and purposes, WP and the Advertiser shall be independent data controllers, unless the context of the processing calls for a different relationship, in particular the entrustment of personal data processing and the need to enter into a separate personal data processing agreement.
2. Processing personal data by the Joint Controllers will include the following categories of personal data:
  - a) User IDs, including User IDs created based on the User's e-mail address (if applicable), as well as detailed information about the User's activity, such as the date and time of interaction with the Website, information that the User visited the home page, a product tab or made a purchase, time spent by the User on the Website;
  - b) site address – URL;

- c) product ID, category, name, price or number related to the User's interaction with Website;
  - d) type of the User's device which allowed them to use the Website;
  - e) type of the User's browser or some other software which allowed them to use the Website;
  - f) the User's geographical data: country, city, approximate location.
5. The Parties may jointly process other categories of personal data than those indicated above as long as this follows from the Parties' mutual arrangements or the purpose of personal data processing sets out in the Agreement.
  6. If it follows from arrangements between the Parties that WP Pixel will be configured with the use of an identifier created on the basis of a User's email address, when the User logs in with their email address to their account on the Website or the Advertiser will be able to assign a given User an email address in another way, then the address shall be:
    - a) collected and hashed using the SHA-256 method, and then
    - b) sent to WP in a hashed form (a sequence of letters and digits) as the User's identifier (ID), with the history of the User's activity on the Website.
  7. Having received a User's data in accordance with Item II.3. of the Agreement, WP shall:
    - a) save the User's data in its database used to address advertising campaigns (in particular retargeting and remarketing ones) to specific Users within the Portal;
    - b) verify that a User with the same ID can be found in the database of logged WP Users and if so – then WP shall add to the history of the User's activity the WP advertising identifier based on which WP recognizes the User. If the User uses the Website, WP shall display to the User the Advertiser's advertisement appropriately adjusted to the User.
  8. If the Website User as a Portal User visits the Website by clicking on an advertisement covered by the Master Agreement, the very fact and the further history of the User's activity on the Website shall be also collected and sent to WP through WP Pixel to measure the effectiveness of the advertising activities under the Master Agreement.

### **III. Duties and representations of the Parties**

1. The Joint Controllers declare that they are familiar with the rules of processing and securing personal data, as stipulated in the provisions of the GDPR and other generally applicable laws, with particular emphasis on the obligations applicable to personal data controllers.
2. The Joint Controllers declare that, pursuant to Article 24 of the GDPR, they have in place the technical and organizational measures to ensure that the processing of personal data complies with the provisions of the GDPR, and apply appropriate security measures that meet the requirements of the GDPR, and subject them to reviews and updates.
3. The Joint Controllers shall ensure the security of the processing of personal data by implementing and maintaining, during the entire processing period, appropriate technical and organizational measures suitable to the type of personal data and the risk of a breach of the rights of the data subjects. This includes, but is not limited to:
  - a) measures that allow for pseudonymization and encryption of personal data, including, for example, encryption of data carriers;
  - b) measures that ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services, including, for example, saving logs on computer systems processing personal data, enforcing regular security updates and access password updates, using advanced anti-virus protection systems;
  - c) measures to ensure the ability to promptly restore the availability of and access to personal data in the event of a physical or technical incident, including for example real-time backups;
  - d) processes enabling regular testing, tracking and evaluating of the effectiveness of the technical and organizational measures to ensure processing security, including, for example, performing penetration tests of the IT solutions used, using separate testing and production environments;
  - e) measures that enable the identification and authorization of users, including, for instance, the use of individual User accounts and regular monitoring of updates to access rights granted;
  - f) measures used to ensure the physical security of locations where personal data is processed, including, for example, the use of physical security services, securing data processing locations using personal access cards;
  - g) measures used to minimize the negative impact of the human factor, including, for example, issuing authorizations to process personal data, obliging employees to maintain confidentiality, or conducting regular data protection training;
  - h) organizational measures related to the data protection culture within the organization, including, for example, the development and application of a security policy as binding guidelines in the organization or the appointment of a Data Protection Officer.
4. Each Party shall maintain the confidentiality of the jointly controlled personal data, which includes obtaining confidentiality declarations from all persons involved in the data processing.
5. The Parties undertake to provide data subjects with information on the joint control and on the arrangements regarding the responsibilities of the Joint Controllers and the relationship between them and the data subjects, i.e. the essence of the arrangements between the Parties referred to in Article 26(2) sentence 2 of the GDPR.
6. The Advertiser undertakes to obtain from the Website Users active consents to processing of their personal data by the Advertiser and WP for the purpose indicated in item I.1. of the Agreement, including profiling by WP and the Advertiser, satisfying the requirements defined in Article 7 of the GDPR. The Advertiser ensures that it implemented a procedure for obtaining active consents and modifying them or withdrawing, e.g. by changing the settings.

7. The Parties undertake to comply with the disclosure obligation referred to in Article 13 of the GDPR at the respective Websites owned by each of them.
8. At any request from WP, the Advertiser undertakes to submit immediately, but no later than within 3 days, proof of the received consents to the processing of personal data as referred to in item III.6 of the Agreement and proof that the disclosure obligation referred to in sec. III.7 of the Agreement has been fulfilled.
9. Each Party shall be responsible for the preparation and fulfillment of all obligations related to the occurrence of possible data protection breaches (notification of the breach to the supervisory authority under Article 33 of the GDPR, notification of data subjects under Article 34 of the GDPR) for processing operations for which it is directly responsible. Each Party shall promptly inform the other Party of any detected data breach and then cooperate in the event that a notification must be made to the supervisory authority or to data subjects.

#### **IV. Contact points and exercising rights of data subjects**

1. The Joint Controllers, to perform the disclosure duty as referred to in III.7 of the Agreement, shall specify separate contact points for data subjects whose data are co-controlled.
2. The contact points are responsible in particular for reviewing requests of data subjects and responding to such requests in accordance with Articles 15 to 22 of the GDPR.
3. Each Party shall be entitled and obligated on its own to prepare responses and respond to the requests received as referred to in Articles 15 to 22 of the GDPR, provided that such preparation falls within the scope of the arrangements made or processing operations for which the Party is directly responsible. Otherwise:
  - a) each Party is obligated to promptly forward the notification to the other Party;
  - b) The Parties undertake to provide each other with any information about the co-controlled personal data and take any necessary action aiming to exercise the rights of a data subject, especially in the scope described in Chapter III of the GDPR (e.g. the right to be forgotten);
  - c) the Joint Controller who received a data subject's request shall be responsible for preparing a response to the request but the Joint Controllers shall cooperate with each other to prepare such response, and if needed to provide each other with additional information which is necessary to give a response to the request.

#### **V. Term of the Agreement**

This Agreement is entered into for the term of the Master Agreement.

#### **VI. Cooperation between the Joint Controllers**

1. The contact persons with respect to the performance of the Agreement and with respect to any issues related to the processing of personal data in connection with the cooperation under the Master Agreement will be the Parties' data protection officers or the persons whose contact information is stated in the Master Agreement. The Parties undertake to promptly inform the other Party of any change in the form of documents, via email. Communications transmitted using the most recent contact information shall be deemed delivered unless the change of contact information has been previously notified to the other Party in the manner specified above. A contact may be deleted only when a new contact is designated in his/her place.
2. The Joint Controllers shall provide each other with any information required to comply with all the obligations set forth in the GDPR (including the provisions of Articles 32 to 36) and to demonstrate the compliance with the obligations.
3. Each Party shall, without undue delay, notify the other Party of any complaints, letters, supervisory authority inspections, court and administrative proceedings that are related to the personal data processed under the Agreement, and shall make all documentation in this respect available to the other Party, to the extent covered by joint control.
4. The Parties undertake to cooperate with the supervisory authority in the case of inquiries received/inspections, including providing the supervisory authority with all necessary information upon request.
5. Where possible, the Parties shall jointly determine the wording of any responses to inquiries from the supervisory authority, as well as the content and scope of information related to the Agreement, to the cooperation between the Parties, or to the related data processing, that are provided to the supervisory authority.

#### **VII. Processors**

1. Each of the Joint Controllers may engage third parties on its own in the personal data processing operations or sets of operations whose purposes and ways are actually determined by it (it has an actual impact on them) i.e. they take place within its IT environment (the Advertiser for the Website and WP for the Portal respectively), and shall be solely responsible for the engagement and for further cooperation with a given processor, including by conducting audits at such entity as required by the GDPR.
2. Each Party may object to the entrustment of data processing to a specific processor by the other Party. The objection requires a sound justification and when it is made, the other Party has the right to submit a declaration on terminating the Agreement with immediate effect.

#### **VIII. Liability**

1. Each Party shall be independently liable for any damage caused by its own action or omission resulting in the failure to comply with the obligations directly imposed by data protection laws on each joint controller or that are

directly imposed on the Party under the Agreement. The Parties define damage primarily as the cost of any administrative penalties imposed, civil claims brought by data subjects, and justified legal fees.

2. Each Party shall be independently liable for damage caused by the failure to apply appropriate security measures in the personal data processing operations for which it is directly responsible. The Parties define damage primarily as the cost of any administrative penalties imposed, civil claims brought by data subjects, and justified legal fees.
3. The Party that has committed a violation of the provisions of the GDPR or other generally applicable laws shall, as part of its responsibility for personal data processing, cooperate with the other Party in the event of proceedings before a supervisory authority or a court dispute with the data subject.
4. Each Party shall inform the other Party of any event that could form grounds for raising claims related to breaches of the personal data processing rules when the circumstances of the event indicate that such Party is responsible or jointly responsible for the emergence of such claims.

#### **IX. Termination of the Agreement**

1. Each Party may terminate the Agreement with immediate effect by unilateral notice submitted to the other Party in electronic form in the event of a gross or repeated breach of the Agreement by the other Party, or in the event that:
  - a) the regulatory authority overseeing compliance with personal data processing rules finds, by a final decision, that one of the Parties does not comply with the rules of personal data processing,
  - b) a final ruling of an ordinary court demonstrates that either Party fails to comply with the rules of personal data processing.
2. The Parties agree that if the Agreement is terminated, the terminating Party will have the right to terminate the Master Agreement with immediate effect if the processing of personal data is necessary for its performance.

#### **X. Miscellaneous**

1. Provisions of generally applicable Polish law apply to matters not governed by the Agreement.
2. Provisions of the Agreement supersede any other arrangements made between the Parties regarding the processing of personal data of authorized persons.
3. Any disputes arising in connection with the Agreement shall be resolved by the court having jurisdiction over the plaintiff's registered office.
4. This Agreement shall form an integral part of the Rules and Regulations for Selling Advertisements and supersedes any other agreements between the Parties or the contractual terms and conditions regarding personal data processing in connection with running advertising campaigns (in particular retargeting and remarketing ones) to specific Users of the Website within the Portal using WP Pixel.



**DATA PROCESSING AGREEMENT**  
(hereinafter referred to as the "**Processing Agreement**")

entered into between the Advertiser ("**Controller**") and WP ("**Processor**")  
each of the above individually referred to as a "**Party**" or jointly as the "**Parties**"

**Whereas:**

1. The Advertiser runs a website (hereinafter referred to as the "**Website**").
2. WP is a provider of the WP Pixel technology (hereinafter: "**WP Pixel**"), which may be used to address advertising campaigns (in particular retargeting and remarketing ones) to specific Users of the Website (hereinafter: "**Users**") on websites and webpages owned by WP, available both in and outside the wp.pl and o2.pl domains, as well as any websites and webpages for which WP acts as the seller in terms of advertising space (hereinafter: the "**Portal**").
3. The Parties entered into a contract on addressing advertising campaigns in the Portal using WP Pixel implemented on the Website (hereinafter: the "**Master Agreement**").
4. The Controller provides services in a foreign market.
5. In order to perform the Master Agreement, the Controller must to entrust the processing of personal data to a processor.

**Now therefore, the Parties have resolved to enter into the following Processing Agreement:**

**I. Representations of the Parties**

1. The Parties represent that the Processing Agreement has been executed in order to perform the obligations referred to in Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ L 119, p. 1) (hereinafter: "**GDPR**") in connection with the execution of the Master Agreement.
2. The Controller represents that it is the controller of personal data within the meaning of Article 4(7) of the GDPR.
3. The Processor represents that it is the processor within the meaning of Article 4(8) of the GDPR.
4. The Processor represents that it offers sufficient guarantees of having implemented appropriate technical and organizational measures to ensure that the processing meets the requirements of the GDPR and ensure the protection of the rights of the data subjects.
5. The Processor hereby that it has the infrastructural resources, experience, knowledge and qualified personnel to the extent making it possible to duly perform the Agreement, in accordance with the generally applicable provisions of law.

**II. Subject matter and duration of the processing**

1. Pursuant to Article 28(3) of the GDPR, the Controller entrusts the personal data specified in Item III sec. 6 and sec. 7 of the Processing Agreement to the Processor, and the Processor undertakes to process the personal data in accordance with the generally applicable provisions of law on personal data protection, in particular the provisions of the GDPR and the Processing Agreement.
2. The Processing Agreement is concluded for the duration of the Master Agreement and for the duration of performance of all obligations arising under the Processing Agreement.
3. The Processing Agreement shall expire upon expiration of the Master Agreement, irrespective of the reason.
4. Upon termination or expiration of the Processing Agreement, depending on the decision of the Controller, the Processor shall return to the Controller or permanently delete the personal data subject to the Processing Agreement.

**III. Scope and nature of processing**

1. The Processor may process personal data only within the scope and for the purpose specified in the Processing Agreement and in accordance with the Controller's other documented instructions, where the Controller's documented instructions are defined as instructions provided by the Controller electronically to the Processor's email address or in writing to the mailing address of the Processor's registered office, unless such obligation is imposed by the European Union law or the law of the Member State to which the Processor is subject. In such case, prior to commencing the processing, the Processor shall inform the Controller about such legal obligation unless the applicable law prohibits the disclosure of such information due to a significant public interest.
2. The Processor shall process personal data entrusted by the Controller solely for the purpose of performing the Master Agreement, to the extent necessary to perform it and only during its term.
3. The purpose of entrusting the processing of personal data referred to in sec. 6 and 7 below is to perform the Master Agreement.
4. The character of the personal data processing includes the following operations or sets of operations performed on personal data with respect to the collection, transmission, automated matching of data using WP PIXEL technology, and provision of information containing personal data in connection with the order to provide advertising services.
5. The scope of personal data processed by the Processor under the Processing Agreement includes the following types of data:
  - 1) User ID and detailed information about the user's activity, such as the date and time of interaction with the Controller's site, information that the user visited the home page, a product tab or made a purchase, time spent on the site;
  - 2) Site address - URL;
  - 3) Product ID, category, name, price or number;
  - 4) User device type;
  - 5) Browser type;
  - 6) Geographical data: country, city, approximate location.



6. The Controller may entrust the Processor with other types of personal data than those indicated in paragraph 5 above, provided that this results from the arrangements between the Parties.
7. The scope of personal data processed by the Processor under the Processing Agreement includes users of services provided electronically by the Controller.

#### **IV. Obligations and rights of the Controller**

1. The Controller undertakes to cooperate with the Processor in the performance of the Processing Agreement in accordance with data protection regulations, in particular the provisions of the GDPR.
2. The Controller may verify the Processor's compliance with the personal data processing rules under the provisions of the GDPR and the Processing Agreement through the right to request any information regarding the entrusted personal data.
3. The Controller may audit the Processor's compliance with personal data protection regulations, including the provisions of the GDPR and the provisions of the Processing Agreement. The Processor shall cooperate with the Controller in the process of conducting the audit, in particular: make available to the Controller all necessary information concerning the entrusted personal data, and allow the Controller or an auditor authorized by the Controller to conduct audits, including inspections. The date of the audit shall be agreed with the Processor, but the audit shall not take place earlier than within 5 business days from the date of providing written information to the Processor about the Controller's intention to conduct an audit. During the audit, the Controller may request written or oral information from the Processor's representatives or persons employed by the Processor, and access to premises and devices used to process personal data. After the audit, the Controller or the Controller's authorized representative shall prepare a post-audit report, to be signed by representatives of both Parties. The Processor undertakes to perform the following within the time limits agreed upon with the Controller: 1) comply with the post-audit recommendations contained in the report concerning the manner of processing of the entrusted personal data, 2) rectify the shortcomings found by the Controller during the audit.

#### **V. Obligations and rights of the Processor**

1. The Processor hereby undertakes to:
  - 1) comply with the provisions of the GDPR and other generally applicable data protection laws and implement them before starting the processing of the entrusted personal data, and then observe them for the entire term of the Processing Agreement,
  - 2) maintain the confidentiality of personal data received from the Controller and from its collaborators in connection with the performance of the Master Agreement,
  - 3) permit personal data to be processed solely by individuals holding authorizations issued by the Processor and make sure that the persons authorized to process personal data commit themselves to secrecy, and keep records of the persons authorized to process personal data,
  - 4) apply appropriate technical and organizational measures required under Article 32 of the GDPR to ensure the security level corresponding to the risk of a breach of the rights or freedoms of the data subjects,
  - 5) assist the Controller by appropriate technical and organizational measures, insofar as this is possible, in complying with its obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR, taking into account the nature of processing,
  - 6) assists the Controller in ensuring compliance with the obligations pursuant to Articles 32-36 of the GDPR, taking into account the nature of processing and the information available to the Processor;
  - 7) make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or an auditor mandated by the Controller,
  - 8) in the event that a personal data protection breach is determined:
    - a) immediately upon learning of the breach, provide the Controller with information about the data protection breach, including the information referred to in Article 33(3) of the GDPR,
    - b) upon the Controller's request, provide the Controller with all information necessary to notify the data subject in accordance with Article 34(2) of the GDPR, immediately upon discovery of an incident that constitutes a personal data breach,
    - c) without undue delay, take all measures to curtail and remedy the negative effects of the personal data breach until such time as it receives instructions from the Controller on how to deal with the personal data breach,
  - 9) if a request is received under Articles 15-22 of the GDPR from a data subject, provide the request to the Controller immediately upon receipt of the request, together with all other information that may help the Controller assess the possibility of fulfilling the request, and verify the identity of the person making the request,
  - 10) keep records of the categories of processing activities performed on the Controller's behalf under Article 30(2) of the GDPR, and upon the Controller's request provide the Controller with the record of the categories of data processing activities in electronic form, with the exception of information that constitutes the Processor's trade secret,
  - 11) appoint a data protection officer in cases referred to in Article 37(1) of the GDPR (if required). If a data protection officer is appointed, the Processor undertakes to notify the Controller of this fact and provide the officer's contact details,
  - 12) cooperate with the Controller and the supervisory authority with respect to the tasks performed on the basis of the Processing Agreement.
2. The Processor shall immediately inform the Controller if, in the Processor's opinion, the instruction given to the Processor constitutes a breach of personal data protection regulations, including the provisions of the GDPR.

#### **VI. Sub-processing of personal data**

1. The Controller gives its consent for the Processor to use services from further processors (hereinafter "**sub-processors**") to the extent necessary for the processing of personal data entrusted to the Processor.
2. In the case of sub-processing of personal data under sec. 1 above, the Processor shall contractually obligate each sub-processor in writing to comply with the personal data protection regulations, including the provisions of the GDPR.
3. In the case of sub-processing of personal data under sec. 1 above:

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*For further information, please contact the Advertising Department of Wirtualna Polska Media [S.A.reklama@grupawp.pl](mailto:S.A.reklama@grupawp.pl),*

*tel. (+48) 22 57 67 890, fax (+48) 22 57 63 959*

- a) the sub-processor's authorization to process personal data may not extend beyond the scope of the Processor's authorization under the Processing Agreement,
- b) the sub-processor shall process personal data solely for the purpose and within the scope specified in the Processing Agreement,
- c) The Controller will have rights under the Processing Agreement directly against the sub-processor.

#### **VII. Termination of the Processing Agreement**

1. If the Processor breaches its obligations under the Processing Agreement, the Controller may instruct the Processor to cease the processing of personal data until the Processor ensures compliance of the personal data processing with the GDPR or the Processing Agreement.
2. The Controller may terminate the Processing Agreement with immediate effect if the Processor breaches the provisions of personal data protection regulations, including the GDPR, other applicable laws or the Processing Agreement, in particular when:
  - 1) The Processor uses personal data for a purpose and within a scope that is not consistent with the Processing Agreement,
  - 2) As a result of performing the audit, the Controller determines that the Processor fails to observe the personal data processing rules set forth in the Processing Agreement or in the generally applicable law or that the Processor fails to follow the Controller's post-audit recommendations.
3. If the Processing Agreement is terminated, the Processor shall perform the obligation referred to in Item II sec. 4 of the Processing Agreement.

#### **VIII. Liability**

If the Controller suffers damages or incurs costs as a result of the processing of Personal Data by the Processor that is not in compliance with the Agreement, the Rules or applicable law, the Processor shall cover them in the amount specified in: (a) a final administrative decision or a final court ruling, provided, however, that the Controller has provided prompt notice of the proceedings leading to the decision or ruling and has given the Processor a real opportunity to present a defense; or (b) a settlement agreement, the terms of which the Processor has accepted with an explicit statement made in writing, otherwise being null and void.

#### **IX. Miscellaneous**

1. In the event of a conflict between the provisions of the Processing Agreement and the Master Agreement with respect to personal data protection, the provisions of the Processing Agreement shall prevail.
2. Generally applicable provisions of Polish law, especially provisions of the GDPR shall apply to any matters not regulated by the Processing Agreement.
3. Any disputes relating to performance of this Processing Agreement shall be resolved by the court with jurisdiction over the plaintiff's seat.

## Appendix 1c

### DATA PROCESSING AGREEMENT (hereinafter referred to as the "Processing Agreement")

entered into by and between the Advertiser (hereinafter referred to as the "Controller") and WP (hereinafter referred to as the "Processor"),

each of the above individually referred to as a "Party" or jointly as the "Parties"

#### Whereas:

1. The Controller has contracted the Processor to provide advertising services. The scope of services is defined by the Rules and Regulations of Selling Advertisements, approved by the Controller ("Master Agreement").
2. The Processor shall provide advertising services using a tool that enables the Processor to identify users of the Controller's website in the Processor's advertising systems in order to increase the advertising power of the Controller, i.e. fingerprinting ("Service"). Identification is based on information about the user, including the user's IP, technical parameters of the user's browser, information about the user's operating system and device.
3. The Controller commissions the Processor to provide advertising services using the Service.
4. In order to perform the Master Agreement, the Controller must to entrust the processing of personal data to a processor.

Now therefore, the Parties have resolved to enter into the following Agreement:

#### I. Representations of the Parties

1. The Parties represent that the Processing Agreement has been executed in order to perform the obligations referred to in Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ L 119, p. 1) (hereinafter: "GDPR") in connection with the execution of the Master Agreement.
2. The Controller represents that it is the controller of personal data within the meaning of Article 4(7) of the GDPR.
3. The Processor represents that it is the processor within the meaning of Article 4(8) of the GDPR.
4. The Processor represents that it offers sufficient guarantees of having implemented appropriate technical and organizational measures to ensure that the processing meets the requirements of the GDPR and ensure the protection of the rights of the data subjects.
5. The Processor hereby that it has the infrastructural resources, experience, knowledge and qualified personnel to the extent making it possible to duly perform the Agreement, in accordance with the generally applicable provisions of law.

#### II. Subject matter and duration of the processing

1. Pursuant to Article 28(3) of the GDPR, the Controller entrusts the personal data specified in Item III 3 sec. 5 and sec. 6 of the Processing Agreement to the Processor, and the Processor undertakes to process the personal data in accordance with the generally applicable provisions of law on personal data protection, in particular the provisions of the GDPR and the Processing Agreement.
2. The Processing Agreement is entered into for the duration of performance of the Service.
3. The Processing Agreement shall expire upon expiration of the Master Agreement, irrespective of the reason and upon performance of the Service and change in the nature of cooperation.
4. The Controller consents to the Processor's retaining personal data for the period of time necessary to perform the Service.
5. In the event that there is a change in the nature of cooperation between the Parties with regard to the processing of personal data in connection with the performance of the Service, the Parties undertake to enter into a separate agreement to govern the processing of personal data.

#### III. Scope and nature of processing

1. The Processor may process personal data only within the scope and for the purpose specified in the Processing Agreement and in accordance with the Controller's other documented instructions, where the Controller's documented instructions are defined as instructions provided by the Controller electronically to the Processor's email address or in writing to the mailing address of the Processor's registered office, unless such obligation is imposed by the European Union law or the law of the Member State to which the Processor is subject. In such case, prior to commencing the processing, the Processor shall inform the Controller about such legal obligation unless the applicable law prohibits the disclosure of such information due to a significant public interest.
2. The Processor shall process personal data entrusted by the Controller solely for the purpose of performing the Master Agreement, to the extent necessary to perform it and only during its term.
3. The purpose of entrusting the processing of personal data referred to in sec. 5 and 6 below is to perform the Master Agreement.
4. The nature of the personal data processing includes, in particular, the following operations or sets of operations performed on personal data: collection, storage, viewing, use, matching, combining.
5. The scope of personal data processed by the Processor under the Processing Agreement includes the following types of data: information about the user, including:
  - 1) user's IP,
  - 2) technical parameters of the user's browser,
  - 3) information about the user's operating system and device,
  - 4) user's activity history on the Controller's site.

6. The Controller may entrust the Processor with other types of personal data than those indicated in paragraph 5 above, provided that this results from the arrangements between the Parties.
7. The scope of personal data processed by the Processor under the Processing Agreement includes users of services provided electronically by the Controller.

#### **IV. Obligations and rights of the Controller**

1. The Controller undertakes to cooperate with the Processor in the performance of the Processing Agreement in accordance with data protection regulations, in particular the provisions of the GDPR.
2. The Controller may verify the Processor's compliance with the personal data processing rules under the provisions of the GDPR and the Processing Agreement through the right to request any information regarding the entrusted personal data.
3. The Controller may audit the Processor's compliance with personal data protection regulations, including the provisions of the GDPR and the provisions of the Processing Agreement. The Processor shall cooperate with the Controller in the process of conducting the audit, in particular: make available to the Controller all necessary information concerning the entrusted personal data, and allow the Controller or an auditor authorized by the Controller to conduct audits, including inspections. The date of the audit shall be agreed with the Processor, but the audit shall not take place earlier than within 5 business days from the date of providing written information to the Processor about the Controller's intention to conduct an audit. During the audit, the Controller may request written or oral information from the Processor's representatives or persons employed by the Processor, and access to premises and devices used to process personal data. After the audit, the Controller or the Controller's authorized representative shall prepare a post-audit report, to be signed by representatives of both Parties. The Processor undertakes to perform the following within the time limits agreed upon with the Controller: 1) comply with the post-audit recommendations contained in the report concerning the manner of processing of the entrusted personal data, 2) rectify the shortcomings found by the Controller during the audit.
4. The Controller undertakes to collect consent from the users of its website for the purposes of processing personal data in order to provide the Service.

#### **V. Obligations and rights of the Processor**

1. The Processor hereby undertakes to:
  - 1) comply with the provisions of the GDPR and other generally applicable data protection laws and implement them before starting the processing of the entrusted personal data, and then observe them for the entire term of the Processing Agreement,
  - 2) maintain the confidentiality of personal data received from the Controller and from its collaborators in connection with the performance of the Master Agreement,
  - 3) permit personal data to be processed solely by individuals holding authorizations issued by the Processor and make sure that the persons authorized to process personal data commit themselves to secrecy, and keep records of the persons authorized to process personal data,
  - 4) apply appropriate technical and organizational measures required under Article 32 of the GDPR to ensure the security level corresponding to the risk of a breach of the rights or freedoms of the data subjects,
  - 5) assist the Controller by appropriate technical and organizational measures, insofar as this is possible, in complying with its obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR, taking into account the nature of processing,
  - 6) assists the Controller in ensuring compliance with the obligations pursuant to Articles 32-36 of the GDPR, taking into account the nature of processing and the information available to the Processor;
  - 7) make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or an auditor mandated by the Controller,
  - 8) in the event that a personal data protection breach is determined:
    - a) immediately upon learning of the breach, provide the Controller with information about the data protection breach, including the information referred to in Article 33(3) of the GDPR,
    - b) upon the Controller's request, provide the Controller with all information necessary to notify the data subject in accordance with Article 34(2) of the GDPR, immediately upon discovery of an incident that constitutes a personal data breach,
    - c) without undue delay, take all measures to curtail and remedy the negative effects of the personal data breach until such time as it receives instructions from the Controller on how to deal with the personal data breach,
  - 9) if a request is received under Articles 15-22 of the GDPR from a data subject, provide the request to the Controller immediately upon receipt of the request, together with all other information that may help the Controller assess the possibility of fulfilling the request, and verify the identity of the person making the request,
  - 10) keep records of the categories of processing activities performed on the Controller's behalf under Article 30(2) of the GDPR, and upon the Controller's request provide the Controller with the record of the categories of data processing activities in electronic form, with the exception of information that constitutes the Processor's trade secret,
  - 11) appoint a data protection officer in cases referred to in Article 37(1) of the GDPR (if required). If a data protection officer is appointed, the Processor undertakes to notify the Controller of this fact and provide the officer's contact details,
  - 12) cooperate with the Controller and the supervisory authority with respect to the tasks performed on the basis of the Processing Agreement.
2. The Processor shall immediately inform the Controller if, in the Processor's opinion, the instruction given to the Processor constitutes a breach of personal data protection regulations, including the provisions of the GDPR.

#### **VI. Sub-processing of personal data**

1. The Controller gives its consent for the Processor to use services from further processors (hereinafter “**sub-processors**”) to the extent necessary for the processing of personal data entrusted to the Processor.
2. In the case of sub-processing of personal data under sec. 1 above, the Processor shall contractually obligate each sub-processor in writing to comply with the personal data protection regulations, including the provisions of the GDPR.
3. In the case of sub-processing of personal data under sec. 1 above:
  - a) the sub-processor’s authorization to process personal data may not extend beyond the scope of the Processor’s authorization under the Processing Agreement,
  - b) the sub-processor shall process personal data solely for the purpose and within the scope specified in the Processing Agreement,
  - c) The Controller will have rights under the Processing Agreement directly against the sub-processor.

#### **VII. Termination of the Processing Agreement**

1. If the Processor breaches its obligations under the Processing Agreement, the Controller may instruct the Processor to cease the processing of personal data until the Processor ensures compliance of the personal data processing with the GDPR or the Processing Agreement.
2. The Controller may terminate the Processing Agreement with immediate effect if the Processor breaches the provisions of personal data protection regulations, including the GDPR, other applicable laws or the Processing Agreement, in particular when:
  - a) The Processor uses personal data for a purpose and within a scope that is not consistent with the Processing Agreement,
  - b) As a result of performing the audit, the Controller determines that the Processor fails to observe the personal data processing rules set forth in the Processing Agreement or in the generally applicable law or that the Processor fails to follow the Controller’s post-audit recommendations.
3. If the Processing Agreement is terminated, depending on the Controller’s decision, the Processor shall delete or return the personal data.

#### **VIII. Liability**

If the Controller suffers damages or incurs costs as a result of the processing of Personal Data by the Processor that is not in compliance with the Agreement, the Rules or applicable law, the Processor shall cover them in the amount specified in: (a) a final administrative decision or a final court ruling, provided, however, that the Controller has provided prompt notice of the proceedings leading to the decision or ruling and has given the Processor a real opportunity to present a defense; or (b) a settlement agreement, the terms of which the Processor has accepted with an explicit statement made in writing, otherwise being null and void.

#### **IX. Miscellaneous**

1. In the event of a conflict between the provisions of the Processing Agreement and the Master Agreement with respect to personal data protection, the provisions of the Processing Agreement shall prevail.
2. Generally applicable provisions of Polish law, especially provisions of the GDPR shall apply to any matters not regulated by the Processing Agreement.
3. Any disputes relating to performance of this Processing Agreement shall be resolved by the court with jurisdiction over the plaintiff’s seat.

## Appendix 1d

1. "On our sites, third parties upload information in the form of cookies and other similar technologies on your terminal device (e.g. a computer, smartphone) and get access to those. They are our trusted partners with whom we continue to cooperate to adjust advertisements to your needs and interests on our and their sites as well as services provided by us and our trusted partners. Such trusted partners are entities from the Wirtualna Polska Group and their advertisers. Detailed information on processing your data by Wirtualna Polska can be found in privacy policies of Wirtualna Polska and advertisers."
2. "In addition, your personal data will be processed by Wirtualna Polska for the purposes of developing and improving products and also to select basic advertisements, select personalized advertisements, create a profile of personalized advertisements or measure advertising performance, based on your voluntary consent, which you may withdraw here at any time."
3. "In order to be able to present advertisements of interest to you (e.g. of a product you may need), to improve our services and make them as relevant to your interests as possible, our trusted partners may process your data related to the websites you visit (together with automated analysis of your activity on websites and applications to determine your potential interests for adjusting advertising).

The legal basis for the processing of your data for the purposes of providing services is the necessity to perform agreements for their provision (these agreements are usually rules and regulations). The legal basis for the processing of data for statistical measurements and the controllers' self-marketing is the so-called legitimate interest of the controller.

Our trusted partners process your personal data for marketing purposes based on your voluntary consent. Your consent is voluntary and you can withdraw it at any time. Wirtualna Polska entities make it possible to withdraw consent by changing the settings in the Wirtualna Polska Privacy Policy (where you can find answers to any questions about the processing of your personal data)."