



TERMS AND CONDITIONS OF SALE OF ADVERTISING BY WIRTUALNA POLSKA MEDIA

Effective from 18 07.2025

*For further information, please contact the Advertising Department of Wirtualna Polska Media S.A.
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TERMS AND CONDITIONS OF SALE OF ADVERTISING

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

I. KEY TERMS

Portal

means websites and webpages owned by Wirtualna Polska Media available both in wp.pl and o2.pl domains as well as outside wp.pl and o2.pl domains, as well as all websites and webpages for which Wirtualna Polska Media acts as the seller in terms of advertising space.

Advertisement Impression

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 Impression of the respective advertisement and its effectiveness, except for run of the AD settled under a performance-based model.

Business Days

mean days from Monday to Friday, excluding public holidays.

Wirtualna Polska Media offer

means the terms and conditions of advertising in the Portal, presented by Wirtualna Polska Media in response to the Advertiser's inquiry, containing at least the elements specified in § 4 point 2 of these Terms and Conditions and constituting an offer within the meaning of Article 66 of the Polish Civil Code.

Content of Order

means a document prepared by Wirtualna Polska Media and containing the Offer of Wirtualna Polska Media.

Order

means the Content of the Order, signed by an authorised representative of the Advertiser, confirming the acceptance of the Offer of Wirtualna Polska Media and the conclusion of an agreement the subject of which is the service of run of the Ad on the pages of the Portal on the terms and conditions resulting from the Offer of Wirtualna Polska Media.

Modification of the Order

means a change of the agreed dates or places of run of the Ad, which does not result in a decrease in the value of the Order or a change in the agreed date of commencing and completing the execution thereof.

Change of the Order

means any changes beyond those referred to as Modification of the Order.

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Media Plan

A detailed plan of run of the AD a given advertisement on each webpage of the Portal, specifying the time of run of the Ad and the number of impression.

Advertiser

means any natural or legal person and an organizational unit without a legal personality that orders run of the Ad 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, 16 Żwirki i Wigury Street, 02-092 Warsaw, entered into the register of entrepreneurs kept by the District Court for m.st. Warsaw in Warsaw, XIV Commercial Division - KRS under KRS number: 0000580004, NIP: 5272645593, REGON: 142742958, share capital PLN 320,058,550 paid in full.

Price list

means the Price List of advertising services provided by Wirtualna Polska Media available for download from the [https://reklama.wp.pl/strefa-client website](https://reklama.wp.pl/strefa-client)

Specification

means the document entitled "Advertising Forms - Technical Specification" available for download from the [https://reklama.wp.pl/strefa-client website](https://reklama.wp.pl/strefa-client) , specifying in particular the method of preparation and technical parameters to be met by the advertising materials specified in the document, in a form enabling the execution of the Order.

WP ADS Network

means a service provided by electronic means, available on the <https://ads.wp.pl/> website, enabling the Advertiser to independently create, send or transmit advertising orders to Wirtualna Polska Media and self-service management of run of the AD, as well as to make settlements for run of the AD in the Portal, as well as access to statistics using the functionality of the WP ADS Network.

II. GENERAL PROVISIONS

1. Acceptance and placement of advertisements by Wirtualna Polska Media is based on the principles specified in these Terms and Conditions, taking into account the Specification and Price List.
2. Placing an Order results in creating an account for the Advertiser in the WP ADS Network, If the Advertiser did not previously have this account.

§1

1. Wirtualna Polska Media is not responsible for the content of the published advertisements. The Advertiser is obliged to indemnify Wirtualna Polska Media and third parties whose advertising space is sold by Wirtualna Polska Media from the obligation to satisfy claims filed in connection with the run of the Ad by third parties and/or to compensate any damages (including the costs of litigation or other proceedings, as well as other reasonable expenses incurred for the benefit of third parties in connection with their claims), caused to Wirtualna Polska Media in connection with the content of the published advertisement.

2. The Advertiser is solely responsible for ensuring that it is entitled to place the Order 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

4. Advertisements must not violate the law or the principles of community life.
5. 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, run of the Ad 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.
6. The Advertiser is solely responsible for the content and form of advertising creations. In no case is Wirtualna Polska Media responsible for the content and form of advertising creations.
7. Wirtualna Polska Media reserves the right to refuse or suspend the run of the Ad of advertisements without giving a reason and without incurring any liability in this respect, in particular if:
 - 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 run of the Ad in the Portal by using words such as "advertisement", "advertising announcement", "paid announcement", "sponsored material", "the run of the Ad contains product placement", etc.

§4

1. Services consisting in run of the Ad 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 run of the Ad of an advertisement in the Portal will deliver to Wirtualna Polska Media an inquiry concerning the terms and conditions of one or more run of the Ad 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:

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- 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 run of the Ad 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 run of the Ad 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. Sending the Order Content to the e-mail address or fax number of the Advertiser provided by the Advertiser constitutes Wirtualna Polska Media's Offer to conclude an agreement for the run of the Ad of the advertisement. Wirtualna Polska Media is bound by the Offer concerning the run of the Ad of the advertisement indicated in the Order Content for 1 day (unless Wirtualna Polska Media sets a different date for the validity of the Offer).
5. Upon receipt by Wirtualna Polska Media of an Order from the Advertiser (sent by the Advertiser in writing, by fax or e-mail) consistent with the Content of the Order sent by Wirtualna Polska Media to the Advertiser, an agreement is concluded between the Advertiser and Wirtualna Polska Media, subject to the provisions of point 4 above. The Advertiser is entitled to accept the Offer of Wirtualna Polska Media (sign the Order and forward it to Wirtualna Polska Media) only without reservations (without any changes) in relation to the Content of the Order sent to the Advertiser by Wirtualna Polska Media.
6. The provisions of points 2 – 5 above shall not apply if the Advertiser fails to act in accordance with the procedure described therein and sends to Wirtualna Polska Media an order drawn up and signed on the basis of a document other than the Content of the Order prepared by Wirtualna Polska Media. Sending such an order by the Advertiser:
- a) constitutes his offer to conclude an agreement for the run of the Ad of an advertisement on the pages of the Portal described in such an order, if the order contains the provisions referred to in point 2 a) – g) of this paragraph.
 - b) causes Wirtualna Polska Media not to be bound anymore with the Offer for run of the Ad 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) entitles Wirtualna Polska Media to accept the Advertiser's offer (which results in the conclusion of an agreement between the Advertiser and Wirtualna Polska Media on the terms and conditions specified in the order sent by the Advertiser) or send the Advertiser its own offer for acceptance by the Advertiser (in which case the provisions of points 4 and 5 of this paragraph will apply, which in particular means that the agreement is concluded after the Advertiser sends to Wirtualna Polska Media the signed Content of the Order that meets the conditions referred to in point 2 of this paragraph. Sending by Wirtualna Polska Media its own offer – the content of the Order prepared by Wirtualna Polska Media to the Advertiser is tantamount to not accepting the Advertiser's offer referred to in subsection a above.
7. Wirtualna Polska Media reserves the right – without any damages to the Advertiser in this respect – not to run of the Ad any advertising campaign that is inconsistent with the programming profile or interest of Wirtualna Polska Media.
8. Compensation for damage caused by Wirtualna Polska Media may not exceed the value of the remuneration for run of the Ad the advertising campaign in accordance with the Order or the

Advertiser's offer accepted by Wirtualna Polska Media according to point 6 c) of this paragraph. Wirtualna Polska Media is not responsible for lost profits.

§5

1. Advertising materials provided by the Advertiser for the purpose of the Order should meet the technical requirements specified in the Specification and in the Price List.
2. The Advertiser undertakes to deliver to Wirtualna Polska Media by e-mail the advertising creation in order to enable the implementation of the advertising campaign by Wirtualna Polska Media, at least two Business Days before the date of the planned and commissioned run of the Ad. If the Advertiser fails to deliver the advertising creation within the required time, Wirtualna Polska Media reserves the right to commence the advertising campaign at a different time after the Advertiser has delivered the advertising creations or, if it is not possible to carry out the advertising campaign on another date, to not carry out the advertising campaign. Due to the implementation of the advertising campaign at a different time or failure to carry out the advertising campaign, for reasons attributable to the Advertiser in accordance with the previous sentence, Wirtualna Polska Media shall not be liable to the Advertiser in any way. 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 publishing are subject to an automatic technical audit carried out by Wirtualna Polska Media. During the audit, the compliance of the advertising materials with the Specification, the correctness of the advertising material's display, its click-through rate and the effectiveness of redirecting the user to the landing page will be verified. The advertising material that does not receive a positive audit result will not be run of the Ad.

Wirtualna Polska Media will confirm in writing (including sending by fax or e-mail) the correctness and readiness to run of the Ad the advertising materials received from the Advertiser within two Business Days from the date of their receipt; the lack of such confirmation from Wirtualna Polska Media after this date means that the advertising materials sent are correct and ready to be run of the Ad.

4. The use by the Advertiser or entities acting on its behalf or entities commissioned by the Advertiser of any systems, scripts or codes obtaining information about the users of the Portal, their reactions in relation to the advertisements run on the Ad or in relation 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 them to be used), classification), as well as the use of the information indicated above in a manner and for purposes exceeding the needs resulting from the performance of the Order for the run of the Ad in which the information was obtained, requires a separate consent of Wirtualna Polska Media, provided that the final decision on granting consent rests solely with Wirtualna Polska Media until it is cancelled by Wirtualna Polska Media or for a definite period of time. The form of consent as well as withdrawal of consent may take the form of e-mail, writing, including fax.
5. Notwithstanding the consent of Wirtualna Polska Media referred to in point 4 of this paragraph, the Advertiser undertakes on its own that the acquisition of information referred to in point 4 of this paragraph, as well as any use thereof, will take place in accordance with applicable law, in particular this applies to situations in which both the acquisition of information and its use requires, in accordance with applicable law, the consent of the Advertiser of the Portal User or the right to object in connection with such a method of obtaining information or using it. The obligation to obtain the appropriate consent of the User as well as the possibility of objection belongs to the Advertiser. At the same time, the Advertiser is obliged to stop obtaining information and to stop using it after filing an objection.
6. A breach of the restrictions and/or obligations set out in points 4 and 5 above constitutes a gross breach of contractual obligations by the Advertiser (including obligations arising from the Order submitted and accepted for performance 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 case of violation. The contractual penalty will be paid within 14 days of the Advertiser's receipt of the relevant request issued by Wirtualna Polska Media. The stipulation of a contractual penalty does not exclude the possibility for Wirtualna Polska Media to seek compensation in an amount exceeding the value of the contractual penalty specified above.

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7. Wirtualna Polska Media makes every effort to ensure that run of the Ad by Wirtualna Polska Media are available to users of popular web browsers, operating systems, types of computers and types of Internet connections. However, Wirtualna Polska Media does not guarantee and is not responsible for the fact that each combination of these factors allows access to and familiarization with the advertisement or its individual elements. Lack of run of the Ad resulting from the previously indicated factors cannot be the basis for compensation for the Advertiser.
8. Wirtualna Polska Media reserves the right to use the surface of the Portals on which advertising activities for Advertisers are carried out for non-commercial and testing purposes - tests of the layout, appearance and functionality of the Portals. The above does not affect the performance of the Order by Wirtualna Polska Media, i.e. ensuring that Wirtualna Polska Media will meet the guaranteed parameters of the campaign.

§6

1. Any Changes and Modifications to the Order with respect to: the content of the advertisement, the graphic element, if necessary, shall be delivered by the Advertiser to Wirtualna Polska Media in writing (or in another form agreed with Wirtualna Polska Media) with a precise specification of their scope.
2. Any change or modification of the Order requires the consent of the Advertiser and Wirtualna Polska Media. Wirtualna Polska Media provides for the possibility of making Changes or Modifications to the Order if the Change/Modification is possible due to the availability of advertising space, however, Wirtualna Polska Media may not consent to the introduction of Changes/Modifications to the Order without giving a reason.
3. Changes to the Order during the campaign not included in the Order (i.e. min. duration and hour interval) are subject to an additional payment of 20% of the Order value. In the event of any doubts or ambiguities as to the scope and type of the reported changes, Wirtualna Polska Media has the right to execute the Order in the original form and time.

§7

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

§8

1. The campaigns are carried out in billing periods not longer than a calendar month, unless Wirtualna Polska Media Advertiser agrees otherwise.
2. The Advertiser is obliged to pay Wirtualna Polska Media remuneration for the ordered advertisement/run of the Ad within 14 days of issuing the invoice, unless Wirtualna Polska Media and the Advertiser agree on a different payment date. The payment will be made on the basis of an invoice issued by Wirtualna Polska Media after the end of the run of the Ad, depending on whether the Parties agree that the remuneration is due after the end of run of the Ad, provided that the remuneration is 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 run of the Ad executed in periods longer than one calendar month, the run of the Ad will be billed as many times as the number of calendar months of the run of the Ad in accordance with the Advertising Order, unless the Parties agree otherwise.
3. Wirtualna Polska Media reserves the right to charge prepayments for the ordered campaign, which are made on the basis of proforma invoices. In such a case, the Advertiser is obliged to pay the entire remuneration for the advertisement no later than by the 3rd (third) day preceding the commencement of the advertisement run of the Ad specified in the Order Content, unless the Parties agree on a different payment date.

4. If settlements for advertising services are made on the basis of statistical data, the statistical data will be provided by Wirtualna Polska Media system and will be binding and final, unless otherwise provided for in the agreement concluded between Wirtualna Polska Media and the Advertiser.
5. If the Advertiser provides Wirtualna Polska Media with access to its statistics system in real time (e.g. via API), Wirtualna Polska Media may – after prior confirmation of the technical feasibility of integration – settle the advertising campaign on the basis of the Advertiser's statistical data.
6. Advertiser's statistics may be considered as the basis for settlement, only if Wirtualna Polska Media has previously confirmed (in writing or in document form) the acceptance of the data provided and their format.

§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 run of the Ad 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 point 4 of the Terms and Conditions.

§10

Discounts for Advertisers purchasing advertising in Wirtualna Polska Media are determined individually and depend on the size of the Order, except for the run of the Ad settled in the performance model.

§11

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

§12

1. Wirtualna Polska Media also provides advertising services using:
 - a) PIXEL HOLDINGOWY and SDK PIXEL technologies, i.e. a script provided by Wirtualna Polska Media to the Advertisers using the mechanisms of information flow between websites (in the case of using the PIXEL HOLDINGOWY technology) and applications (in the case of using the SDK PIXEL technology) of the Advertiser and the Portal - which enables a free and conscious flow of users to the Advertiser's websites from the Portal and the flow of users data from the Advertiser's websites and/or applications to the advertising system of the Portal. The script allows to flow and record information about users. The process requires the previous implementation of PIXEL HOLDINGOWY and/or SDK PIXEL;
 - b) technology based on user identification through the compilation of data, including identifiers created on the basis of users' e-mail addresses provided by the Advertiser with data provided by Wirtualna Polish Media or on the basis of other data that indirectly identify the user, such as clicks between surfaces and device parameters. The technology requires the Advertiser to implement previously the PIXEL HOLDINGOWY technology and/or the SDK PIXEL technology;
 - c) a tool that enables Wirtualna Polska Media to identify users of the Advertiser's website in Wirtualna Polska Media's advertising systems in order to increase the Advertiser's advertising potential. Identification is based on information about the user, including the user's IP address, the technical parameters of the user's browser, information about the user's operating system and device.

2. PIXEL HOLDINGOWY and SDK PIXEL enable the flow and registration of information about users and access to users' personal data by Wirtualna Polska Media and companies from the capital group of Wirtualna Polska Holding S.A. with its registered office in Warsaw, for the purpose of providing advertising services. Wirtualna Polska Media will not use user data for purposes other than the provision of advertising services, provided that this does not apply to user data that is independently administered by Wirtualna Polska Media, i.e. independently of the provision of advertising services to the Advertiser, which may be used to develop, optimize and personalize advertising services and other services of Wirtualna Polska Media. Wirtualna Polska will not use user data to optimize the advertisements of other Advertisers other than when combined with other data obtained from other Advertisers in anonymous, automated aggregates or otherwise collected, and Wirtualna Polska Media will not allow other advertisers or third parties to target ads solely on the basis of data collected on the Advertiser's websites and applications.
3. When using PIXEL HOLDINGOWY and/or SDK PIXEL, the Advertiser is obliged to provide users with transparent and easily accessible information on the manner in which their personal data is used by the Advertiser and Wirtualna Polska Media. In particular, the Advertiser will inform users about: the use of cookies or other methods of local storage of information, the processing of personal data for the purpose of personalizing advertisements and the processing of their personal data by Wirtualna Polska Media in connection with the use of PIXEL HOLDINGOWY and/or the SDK PIXEL. Examples of the information obligation for the Advertiser to be fulfilled on the Advertiser's website or application in connection with the use of PIXEL HOLDINGOWY and/or SDK PIXEL, requiring each time adaptation to the Advertiser's needs, are specified in Appendix No. 1d. The Advertiser will inform users how they can withdraw their consent to the personalization of ads and at least indicate information about the possibility of changing the settings on the user's device and in the Privacy Settings of Wirtualna Polska Media.
4. Details of the processing of personal data, including the roles of the Parties in the data processing process, their obligations and rights, in the case of use:
 - a) the technology described in points 1 a) and 1 b) above as part of the cooperation between Wirtualna Polska Media and the Advertiser providing services on the Polish or foreign market are specified in Appendix No. 1a or Appendix No. 1b, respectively;
 - b) the tool described in point 1 c) above as part of the cooperation between Wirtualna Polska Media and the Advertiser is specified in Appendix No. 1c.
5. If the Advertiser does not use the technology or tools indicated in point 1 above, the appendix concerning the processing of users' personal data in connection with the use of this technology or tool does not apply.
6. Details on the processing of users' personal data can be found in the privacy policy of Wirtualna Polska Media.
7. Wirtualna Polska Media grants the Advertiser a license to use the SDK PIXEL on the terms set out in Appendix No. 2.

IV. COMPLAINTS

§13

1. Complaints regarding the manner and quality of the Order shall be submitted by the Advertiser to Wirtualna Polska Media only in written form within 30 days from the date of the end of the campaign. If the complaint is justified, Wirtualna Polska Media, after consultation with the Advertiser, is obliged to rectify defects in the advertisement.
2. If the campaign is not fully executed within the specified period for reasons beyond the control of Wirtualna Polska Media, the time of its execution is extended (but not later than by the end of a given calendar month) or - alternatively - the Advertiser may transfer the remaining number of impression to the next Order. If Wirtualna Polska Media does not extend the implementation of the campaign and does not agree to transfer the remaining number of impression to the next Order, Wirtualna Polska Media's remuneration will be reduced in proportion to the unperformed part of the Order.
3. The compensation from Wirtualna Polska Media may not exceed the value of the remuneration for run of the Ad the advertising campaign in accordance with the Order.

V. CONCLUDING REMARKS

§14

During the run of the Ad and within 30 days of its completion, the Advertiser has access to detailed Statistics concerning individual campaigns specified in the Order, provided that access to the Statistics of run of the Ad settled in the performance model is limited to the data specified in the detailed rules for run of the Ad on the Portal settled in the performance model. Access to the Statistics is possible "online" 24 hours a day and secured with a unique password made available to the Advertiser.

§15

1. In matters not covered by these Terms and Conditions, the applicable provisions of the law shall apply, in particular the Act on the provision of electronic services and the Civil Code.
2. Appendices are an integral part of the Terms and Conditions. Acceptance of the Terms and Conditions entails the acceptance of the content of its appendices hereto. In the event of any discrepancies between the provisions of the Terms and Conditions and the content of the appendices, the content of the appendices shall prevail.
3. These Terms and Conditions, advertising orders and agreements concluded on their basis, as well as the related statements of the parties are subject to Polish law.
4. Any disputes arising from the application of the Terms and Conditions, the Order or the statements of the parties related thereto shall be resolved by a common court with jurisdiction over the registered office of Wirtualna Polska Media.
5. Wirtualna Polska Media reserves the right to amend these Terms and Conditions at any time.
6. If the Advertiser refuses to accept the new terms and conditions of these Terms and Conditions during the term of the agreement concluded before the date of amendment to these Terms and Conditions, the agreement between the Advertiser and Wirtualna Polska Media shall expire, unless the run of the Ad was commenced before the amendment of the Terms and Conditions or if the Parties agree otherwise. In the case referred to in the preceding sentence, the advertisement will be run of the Ad until its completion on the existing terms.
7. These general rules do not apply to concluding contracts with consumers, i.e. natural persons performing a legal transaction not directly related to their business or professional activity. Persons with the status of consumers are asked to contact the Sales Department of Wirtualna Polska Media in order to conclude an individual contract for the provision of advertising services.

ADDITIONAL FEES

THE FEE FOR CHANGES AND CANCELLATION OF AN ORDER TO RUN OF THE AD ADVERTISEMENTS AMOUNTS TO:

Changes to run of the Ad an advertisement during the course of a campaign that are not included in an Order:	+20%
within 30 Business Days before the planned start of the campaign:	free of charge
between 14th and 29th Business Day before the start of the campaign	+20%
between 4th and 13th Business Day before the start of the campaign:	+40%
	+60%

between 1st and 3rd Business Day before the start of the campaign:	+80%
During the campaign:	
in the case of one-day projects, within 3 working Business Days before the start of the campaign	+80%
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 DIRECT CUSTOMERS

Expenses up to PLN 100,000	Discount up to 10%
Over PLN 100,000	Discount negotiable

DISCOUNT THRESHOLDS FOR ADVERTISING AGENCIES AND ONLINE BROKERS

No turnover declaration	up to 10%
Over PLN 50,000	up to 15%
Over PLN 100,000	up to 20%
Over PLN 200,000	up to 25%
Over PLN 400,000	up to 30%
Over PLN 800,000	Negotiable

The above amounts refer to the 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

Appendix No 1a

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").
2. WP is a provider of:
 - a) WP Pixel technology, which can be used to target advertising campaigns (in particular Accessibility retargeting and remarketing) to specific Users of the Website (hereinafter "WP Pixel")
 - b) software including libraries, APIs, developer tools, documentation, debuggers and emulators, designed to be integrated with the Advertiser's software, which can be used to target advertising campaigns (in particular Accessibility retargeting and remarketing) to specific Users of the Application (hereinafter "SDK Pixel")as part of the websites and pages belonging to WP, available in domains wp.pl and o2.pl, as well as outside these domains, as well as all websites and websites whose seller in terms of advertising space is WP (hereinafter referred to as the "Portal").
3. The Parties entered into a contract on addressing advertising campaigns in the Portal using WP Pixel and/or SDK Pixel implemented on the Website and/or the Application (hereinafter: the "Master Agreement").
4. If the Advertiser has chosen to use the Pixel SDK, the Advertiser has accepted the Pixel SDK License Terms.
5. 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").
6. 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
7. Whenever reference is made to the "Application" in the Agreement, it shall be understood as the use of the Pixel SDK service. Whenever the term "Website" is used in the Agreement, it should be understood as the use of the WP Pixel service.

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 and/or Application using WP Pixel and/or SDK 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/or Application and WP in the case of the Wp Pixel and/or SDK Pixel 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 and/or Application, information that the User visited the home page, a product tab or made a purchase, time spent by the User on the Website and/or Application;
 - 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 and/or Application;
 - e. type of the User's browser or some other software which allowed them to use the Website and/or Application;
 - f. the User's geographical data: country, city, approximate location.
3. 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.
4. If it follows from arrangements between the Parties that WP Pixel and/or SDK 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 and/or Application 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 and/or Application.
5. 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 and/or Application;
 - 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 and/or Application, WP shall display to the User the Advertiser's advertisement appropriately adjusted to the User.
6. 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 and/or Application shall be also collected and sent to WP through WP Pixel and/or SDK 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. WP makes available the main content of the arrangements between the Parties at the following link:
https://pixel.wp.pl/docs/pl/wspolne_uzgodnienia_wspoladministratorow.html.
6. The Advertiser undertakes to obtain from the Website and/or Applications 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 and/or Application within the Portal using WP Pixel and/or SDK Pixel.

Appendix No 1b

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") and/or . owns the mobile application (hereinafter the "Application") for users (hereinafter referred to as the "Users").
2. WP is a provider of:
 - a. WP Pixel technology (hereinafter: "WP Pixel"), which can be used to target advertising campaigns (in particular, Accessibility retargeting and remarketing) to specific Users of the Website;
 - b. software including libraries, APIs, developer tools, documentation, debuggers and emulators, designed to be integrated with the Advertiser's software, which can be used to target advertising campaigns (in particular Accessibility retargeting and remarketing) to specific Users of the Application (hereinafter "SDK Pixel")as part of websites and pages belonging to WP, available in wp.pl and o2.pl domains as well as outside these domains, as well as all websites and websites whose seller in terms of advertising space is WP (hereinafter: "Portal").
3. The Parties entered into a contract on addressing advertising campaigns in the Portal using WP Pixel and/or SDK Pixel implemented on the Website and/or Application (hereinafter: the "Master Agreement").
4. If the Advertiser has chosen to use the Pixel SDK, the Advertiser has accepted the Pixel SDK License Terms.
5. The Controller provides services in a foreign market.
6. 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.

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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 and/or SDK 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 identifiers, including User IDs created from the User's email address (if applicable) and detailed information regarding their activity on the Website, and/or the Application, such as the date and time of interaction, information that the User was on the home page, on the product card or made a purchase, the time spent by the User on the Website and/or Application;
 - 2) Site address - URL;
 - 3) Product ID, category, name, price or number of products to which the User's interaction with the Website was related and/or the Application;
 - 4) the type of the User's device with which they used to use the Website and/or the Application;
 - 5) browser type or other software of the User with which the User used to use the Website and/or the Application;
 - 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

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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:
 - 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 No 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 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 No 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)."

Appendix No. 2

SDK PIXEL WIRTUALNA POLSKA MEDIA S.A. LICENSE TERMS

§ 1 Definitions

Capitalized terms used in this License shall read as follows:

- a) **"Licensor"** means Wirtualna Polska Media Spółka Akcyjna with its registered office in Warsaw at 16 Żwirki i Wigury Street (02-092 Warsaw), entered into the National Court Register – Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register under KRS number 0000580004, with a share capital of PLN 320,058,550.00, paid in full, Tax Identification Number 5272645593, REGON: 142742958;
- b) **"SDK PIXEL"** means software provided by Licensor, including libraries, APIs, developer tools, documentation, debuggers, and emulators, designed to integrate with Licensee's software;
- c) **"Licensee"** means the entity entitled to the software and/or the Application that has been granted a license to integrate the software and/or the Application with the PIXEL SDK;
- d) **"Application"** means mobile software developed or owned by Licensee in which the PIXEL SDK has been integrated in accordance with the terms of this License;
- e) **"Main Agreement"** – an agreement on the targeting of advertising campaigns on the Portal with the use of WP Pixel and/or SDK Pixel implemented on the Website and/or the Application;
- f) **"Portal"** – websites and websites belonging to the Licensor, available in domains wp.pl and o2.pl, as well as outside these domains, as well as all websites and websites whose seller in terms of advertising space is the Licensor.

§ 2 Grant of License

- 1. Upon Licensee's downloading of the PIXEL SDK, regardless of how it was obtained (including through a repository, permalink, or other technical means), the terms of this License shall apply. By downloading the PIXEL SDK, you agree to all of the terms of this License. To the extent not regulated by this License, the provisions of the Terms and Conditions of Sale of Advertising of Wirtualna Polska Media shall also apply.
- 2. The Licensor grants the Licensee a royalty-free, non-exclusive, non-transferable, revocable license to use the PIXEL SDK solely for the purpose of integration with the Licensee's software and Application.
- 3. The license is granted without territorial limitations.
- 4. The license granted by the Licensor covers the following fields of exploitation, to the extent necessary for integration with the Licensee's software and Application and the provision of services via the Internet:
 - a) recording and reproduction of the PIXEL SDK – entering into the memory of a computer, mobile device, server or other IT environment, digital reproduction, storage and archiving to the extent necessary for the proper operation of the software and the Application containing the PIXEL SDK;
 - b) incorporating the PIXEL SDK into the Application – using the PIXEL SDK as an integral part of the Licensee's software in order to analyze the behavior of end users of the software and/or the Application;
 - c) making software and Applications containing the PIXEL SDK available to the public – enabling end users to access the software and Applications integrated with the PIXEL SDK on the Internet, including through websites, mobile application stores, web platforms and other digital environments;
 - d) processing of end users' data – using the PIXEL SDK to collect, analyse and process data on end users' traffic, in particular with regard to displays, interactions, device identifiers and information contained in the so-called consent strings, in accordance with applicable law, including the GDPR;
 - e) storage and transmission of data generated by SDK PIXEL – to the extent necessary to perform advertising and analytical functions of SDK PIXEL, in compliance with the requirements regarding data integrity and security;
 - f) use of data in reports and analytical systems – processing of data collected through the PIXEL SDK for the purpose of creating statistics, reports and other statements regarding traffic, available to the Licensor and/or its authorized partners.
- 5. The License does not include the right to modify the PIXEL SDK, distribute it yourself, decompile it, or make it further available to third parties without the prior express consent of the Licensor.

*For further information, please contact the Advertising Department of Wirtualna Polska Media S.A.
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tel. (+48) 22 57 67 890, fax (+48) 22 57 63 959*

6. You are not entitled to sublicense, share, sell, rent or otherwise dispose of the PIXEL SDK.
7. As part of the performance of the License and the use of the PIXEL SDK, the Licensee's consent is not required for the following actions:
 - a) making a backup, if necessary to use the PIXEL SDK. The copy referred to in the preceding sentence may not be used simultaneously with the PIXEL SDK;
 - b) observing, researching and testing the functioning of the PIXEL SDK in order to learn its ideas and principles – when the Licensee performs the above-mentioned actions in the course of introducing, displaying, using, transmitting or storing the PIXEL SDK under the License covered by the Agreement;
 - c) reproduction of the PIXEL SDK code or translation of its form, if it is necessary to obtain information necessary to achieve interoperability of the PIXEL SDK with the Licensee's software and/or Application, provided that the following conditions are met jointly:
 - 1) these activities will be performed by the Licensee or another person authorized to use a copy of the PIXEL SDK or by another person acting on their behalf;
 - 2) the information necessary to achieve interoperability has not previously been readily available to the Licensee or any other person authorized to use a copy of the PIXEL SDK or another person acting on their behalf;
 - 3) these activities refer only to those parts of the PIXEL SDK that are necessary to achieve interoperability.
8. The information referred to in § 2 section 8 letter c may not be:
 - a) used for purposes other than achieving interoperability of the PIXEL SDK with other computer programs;
 - b) transferred to other persons, unless it is necessary to achieve interoperability of the PIXEL SDK with other computer programs;
 - c) used to develop, manufacture or market the PIXEL SDK with a substantially similar form of expression or for other activities infringing the Licensor's copyrights.
9. It is forbidden to use the PIXEL SDK in a manner contrary to the law, good practices or contrary to its intended purpose.
10. The Licensor provides technical support and updates to the PIXEL SDK to the extent and in the manner specified individually with the Licensee.
11. The PIXEL SDK is provided "as is" without warranties of any kind, either express or implied, including those of merchantability, fitness for a particular purpose, and non-infringement of third party rights.
12. The Licensor shall not be liable for any damages, including loss of profits, data, business interruption, resulting from the use or inability to use the PIXEL SDK.

§ 3 License Expiration

1. The license is granted for the duration of the Main Agreement.
2. The Licensor may terminate the License without notice in any case of a material violation of the terms of this License, in particular in the event of:
 - a) use the PIXEL SDK outside the scope specified in the License;
 - b) failure to submit the correct consent string;
 - c) violation of the law or regulations on the protection of personal data;
 - d) arrears with the payment of license fees for a period longer than 30 days.
3. In the event of the expiration of the license, the Licensee is obliged to immediately cease using the PIXEL SDK and delete all copies thereof.
4. The Licensor reserves the right to claim damages for breach of the License, including claims for damages and possible contractual penalties as specified.

§ 4 Final provisions

1. Individual terms of this License may be agreed upon only in writing under pain of nullity.
2. The Licensee shall not be entitled to transfer to any third party any part or all of its obligations and/or rights under this Agreement, unless the Licensee obtains the prior written consent of the Licensor under pain of nullity.
3. Any disputes arising from this License shall be governed by the laws of Poland and shall be resolved by the Polish common court with jurisdiction over the Licensor's registered office.

