



# **TERMS OF ADVERTISEMENT SALE**

## **at Wirtualna Polska Media**

*Effective since 03 August 2017*

## TERMS OF ADVERTISEMENT SALE

AT WIRTUALNA POLSKA MEDIA SPÓŁKA AKCYJNA WITH ITS REGISTERED OFFICE IN  
WARSZAWA 02-231, 137A JUTRZENKI STREET

### I. DEFINITIONS

#### Portal

Means the services and websites owned by Wirtualna Polska Media Spółka Akcyjna (hereinafter referred to as 'Wirtualna Polska Media') available in and out of the wp.pl and o2.pl domains, in particular on: nocoty.pl, teleshow.pl, wp.tv, pytamy.pl, pudelek.pl, kafeteria.pl, biztok.pl, sfora.pl and others, as well as any and all Internet services and websites where Wirtualna Polska Media is the seller of blocks of advertising space.

#### Ad Impression

Means a record in the statistics of the Portal advertising system of information on sending an ad form to a User for its serving.

#### Statistics

Mean data available online and presenting the number of ad impressions and their efficiency, other than deliveries of advertising services accounted for with an efficiency model.

#### Working Days

Mean days from Monday to Friday exclusive of any statutory holidays.

#### Offer

Means conditions of the advertising services on the Portal containing at least the elements specified in § 7 item 2 and being an offer in the meaning of Article 66 of the Polish Civil Code, provided by Wirtualna Polska Media in response to an enquiry of Advertiser.

#### Content of Order

Means document drawn up by Wirtualna Polska Media containing the Offer.

#### Order

Means Content of Order signed by an authorized representative of the Advertiser confirming acceptance of the Offer and conclusion of the contract, the subject of which are advertising services on the Portal under the terms of the Offer.

#### Order Modification

Means a change of set dates or sites of ad delivery that does not reduce the value of an Order or change the agreed date of starting and finishing its fulfilment.

#### Order Change

Means any and all changes that go beyond the changes defined as the Order Modification.

#### Media Plan

Means detailed plan of ad deliveries on particular websites of the Portal specifying the time of delivery and the number of ad impressions.

#### Advertiser

Means every individual or incorporated entity as well as unincorporated organizational entities that order advertising services from Wirtualna Polska Media. An Advertiser shall be also an agency or another advertising intermediary acting on behalf of and/or for his customers.

#### Wirtualna Polska Media

Means Wirtualna Polska Media Spółka Akcyjna. with its registered office in Warszawa, 137A Jutrzenki street, (02-231) registered in Register of Entrepreneurs of the National Court Register, kept by the District Court for capital city of Warsaw in Warsaw, XIII, Commercial Division of the National Court Register under the number KRS 0000580004, with share capital of PLN 317.957.850,00 (fully paid), having NIP number 527-26-45-593

#### Price List

Means Price List of advertising services rendered by Wirtualna Polska Media that can be downloaded from the website <http://reklama.wp.pl/dokumenty.html>.

#### Specification

Means the document entitled 'Advertising Forms. Technical Specification' that can be downloaded from <http://reklama.wp.pl/dokumenty.html>, which determines in particular the method of preparing and the technical parameters to be met by advertising materials specified in the document, in the form that enables the fulfilment of an Order placed by an Advertiser and accepted by Wirtualna Polska Media.

## II. GENERAL PROVISIONS

Advertisements are accepted and placed by Wirtualna Polska Media according to the rules given in these Terms and taking account of the Specification and Price List.

### §1

1. Wirtualna Polska Media shall not be liable for the content of any placed advertisements. An Advertiser shall indemnify Wirtualna Polska Media and any third parties whose blocks of advertising space Wirtualna Polska Media sells against any claims due to ad deliveries filed by any third parties and/or due to the remedy of any damage (including any costs of litigation or any other proceedings as well as any other reasonable costs incurred to third parties due to their claims) borne by Wirtualna Polska Media due to the content of any placed advertisements.
2. The Advertiser shall be exclusively liable for providing that he is entitled to put in an Order and that its fulfilment by Wirtualna Polska Media does not violate the rights of any third parties. In particular, the Advertiser shall procure that he holds any and all titles to intangible assets, including copyrights, related rights, rights to decorative patterns, and trademarks that concern the placed Order.
3. The Advertiser shall be liable for any and all damage that may be caused due to the fulfilment of an Order by Wirtualna Polska Media, including for any violations of the rights of any third parties, even if they are caused otherwise than by the fulfilment of the Order, in particular due to the breach of rights to intangible assets of such persons, and if any claims are filed by third parties directly against Wirtualna Polska Media, the Advertiser shall fulfil any such claims.

### §2

1. Advertisements shall not violate the laws or the social order.
2. Signing an Order shall imply a declaration submitted by the Advertiser that his advertisement does not violate the good practice or applicable rules of law and, in particular, that the Advertiser holds the right to use any information, data, trademarks, and other elements that are subject to legal protection and are used in the Advertisement.
3. The Advertiser shall be exclusively liable for the content and form of an advertising creation. Wirtualna Polska Media shall not be liable for the content or form of an advertising creation in any cases.
4. Wirtualna Polska Media reserves the right to refuse or suspend ad deliveries for convenience and without any liability thereunder, in particular if:

- a) there are reasonable grounds to believe that ads are contrary to law, social order or that they violate the rights of any third parties; or
- b) if Wirtualna Polska Media does not receive any amounts for previous placements of advertisements or such payments are delayed; or
- c) if Wirtualna Polska Media does not receive an advertising creation to allow the realization of an advertising campaign in date defined in § 5 section 2.

### §3

1. Wirtualna Polska Media reserves the right to mark an advertisement delivered on the Portal with the words 'advertisement', 'ad', 'paid commercial', 'sponsored material', or 'programme includes product placement', etc. (*reklama, ogłoszenie reklamowe, ogłoszenie płatne, materiał sponsorowany, audycja zawiera lokowanie produktu*).
2. By signing an Ad Order, the Advertiser gives consent to the use by Wirtualna Polska Media of the advertising materials (including trademarks and names) to fulfil the Order as well as for archival purposes. Moreover, the Advertiser consents to the use of the above-mentioned advertising materials for promoting Internet services and Wirtualna Polska Media applications and/or Wirtualna Polska Media advertising services, in particular with their multiplication in print or digitally, launching on the market, public exhibition, displaying, broadcasting, and providing public access to the materials to anyone in a place and time at their discretion, in particular on the Portal.

### §4

1. Advertising services on the Portal are provided on the basis of the Order prepared by Wirtualna Polska Media and then placed by the Advertiser to Wirtualna Polska Media. The provisions of items 2 - 5 of this paragraph determine how Wirtualna Polska Media and the Advertiser shall proceed the signing the Order and the conclusion of the agreement. The provisions of item 6 of this paragraph shall apply in case of preparing of the Order by the Advertiser and delivering it to Wirtualna Polska Media.
2. The Advertiser intending to order advertising services on the Portal, shall pass the inquiry to Wirtualna Polska Media concerning the conditions of one or more of the advertising services on the Portal. This inquiry can be passed to Wirtualna Polska Media in any form, including verbal, by phone, fax or e-mail. Wirtualna Polska Media submits offer in the form of Content of Order. Content of Order includes at least:
  - a) the name of an advertising campaign;
  - b) the detailed name of the Advertiser, including its legal form;
  - c) the address of the Advertiser and its tax identification number (NIP);
  - d) Advertiser contacts details including phone number, fax, e-mail address;
  - e) a description of the campaign, gross and net remuneration payable to Wirtualna Polska Media for the advertising campaign;
  - f) a statement of the Advertiser confirming the Rules, Price List and Specification, acceptance of their provisions, and confirming that they are an integral part of the Order;
  - g) a statement of the Advertiser confirming lack of any modifications to the Content Order.
3. If the campaign according the Offer does not end within one calendar month, Wirtualna Polska Media will prepare separate Orders for each calendar month. Whenever the provisions of these Rules relate to the Content of Order or Order they mean also Orders or Content of Orders in the plural form corresponding to the number of calendar months during which the campaign will be conducted.
4. Sending of the Content of the Order to the e-mail address or fax number indicated by the Advertiser means the Wirtualna Polska Media's Offer to enter into an agreement on the providing of the advertising campaign. Wirtualna Polska Media is bound by the Offer within the scope of the advertising campaign specified in the Content of the Order for 1 day (unless Wirtualna Polska Media indicates other term).

5. Upon receipt of the Order by Wirtualna Polska Media (sent by the Advertiser in writing, by fax or by e-mail) in accordance with the Content of Order sent previously by Wirtualna Polska Media to the Advertiser, the agreement between the Advertiser and Wirtualna Polska Media is concluded, subject to the provisions of item 4 of this paragraph. The Advertiser is entitled to accept the Offer (by signing the Order and sending it to Wirtualna Polska Media) only without any changes in relation to the Content of the Order sent by Wirtualna Polska Media.
6. The provisions of items 2 - 5 will not apply if the Advertiser does not conduct in accordance with the procedures described therein and sends to Wirtualna Polska Media an order drawn up and signed on the basis of a different document than the Content of the Order prepared by Wirtualna Polska Media. Sending of such an order by the Advertiser to Wirtualna Polska Media:
  - a) constitutes an offer to conclude an agreement on the providing the advertising campaigns on the Portal as described in this order - if the Advertiser's order contains provisions referred to in items a) – h) of this paragraph;
  - b) means that Wirtualna Polska Media will not be bound by its Offer (this provision is applicable if Wirtualna Polska Media sent previously the Content of the Offer to the Advertiser);
  - c) empowers Wirtualna Polska Media to accept the Advertiser's offer (which results in the conclusion of the agreement between the Advertiser and Wirtualna Polska Media on the terms specified in the order sent by the Advertiser) or to send to the Advertisers Wirtualna Polska Media's own Offer (in this case the provisions of item 4 and item 5 of this paragraph shall apply, which in particular means that the agreement between the Advertiser and Wirtualna Polska Media is concluded upon sending by the Advertiser to Wirtualna Polska Media the signed Content of the Order that meets the conditions referred to in item 5 of this paragraph). Sending by Wirtualna Polska Media to the Advertiser Wirtualna Polska Media's own offer - Content of the Orders prepared by Wirtualna Polska Media means the lack of acceptance of the Advertiser's offer referred above.
7. Wirtualna Polska Media has the right - without any compensation to the Advertisers in this respect – to refuse the advertising campaign in the case of conflict of the interest relating to Wirtualna Polska Media (or other parties cooperating with Wirtualna Polska Media within the scope of this campaign).
8. No damages for losses caused by Wirtualna Polska Media shall exceed the value of remuneration for the execution of an advertising services according to an Order. Wirtualna Polska Media shall not be liable for any lost benefits.

## §5

1. Any advertising materials provided by an Advertiser for the fulfilment of an Order shall fulfil the technical requirements set forth in the Specification and the Price List.
2. The Advertiser is obliged to provide to the Wirtualna Polska Media via e-mail, an advertising creation to allow the realization of an advertising campaign by Wirtualna Polska Media, at least two Working Days before the date of planned and ordered advertising campaign. In case of default of this obligation, Wirtualna Polska Media reserves the right to start an advertising campaign at another time after delivery of advertising creations by the Advertiser or to cancel the campaign if conducting of this campaign at a later time will not be possible. Due to the realization of an advertising campaign at a different time or failure of an advertising campaign, for the reasons indicated in the previous sentence dependent on the Advertiser, Wirtualna Polska Media does not assume any responsibility with respect to Advertiser.
3. Wirtualna Polska Media shall confirm in writing (including fax message) or by e-mail the correctness and readiness of advertising materials received from Advertiser, within two Working Days from the date of receipt; the lack of such confirmation within this period, means that the advertising materials are correct and ready to use in advertising campaign.
4. A separate consent of Wirtualna Polska Media shall be required for the application by the Advertiser or any entities acting on his commission or entities that commission the Advertiser of any systems, scripts or codes that gather information on the users of the Portal, their reactions to the delivered ads or to the content distributed on the websites of the Portal as well as any information on websites visited by users (including any information on the content of websites or information that makes their classification possible) as well as for the use of the above-mentioned information in a manner and for purposes that go beyond the needs of completing the Order for ad deliveries under which such information has been collected. Wirtualna Polska Media shall issue such consent at its sole discretion. The consent to the use of the above-mentioned information may be granted for a definite term subject to the right of Wirtualna Polska Media to withhold the same permanently or for a definite term. Consent or its cancellation shall be given by e-mail, in writing or by fax.
5. Notwithstanding consent of Wirtualna Polska Media mentioned in section 3 above, the Advertiser undertakes that gathering any information mentioned in section 2 above and its use in any forms shall comply with the rules of applicable law, in particular with regard to any situations where collecting such information or its use requires consent of the Portal User according to applicable rules of law or the right to file an objection due to

this method of collecting information or its use. The Advertiser shall be obliged to obtain relevant consent of the User and provide Users with the option to object to the use of information. Moreover, the Advertiser, after receiving an objection, shall discontinue collecting information and its further use. In the case of rotating advertising forms, Wirtualna Polska Media accepts maximum 5 (five) different advertising creations to be presented.

6. Violating the limitations and/or obligations set forth in sections 4 and 5 above shall constitute a gross violation of the contractual obligations by the Advertiser (including the obligations resulting from the placed Order accepted by Wirtualna Polska Media) and entitles Wirtualna Polska Media to claim a contractual penalty from the Advertiser amounting to 20,000 (twenty thousand) zlotys for each and every violation. The contractual penalty shall be paid within 14 days from the receipt of a relevant request from Wirtualna Polska Media by the Advertiser. Filing a claim for a contractual penalty shall not waive the right of Wirtualna Polska Media to file claims for damages in excess of the above-mentioned contractual penalty.
7. Wirtualna Polska Media is endeavoring to issue the ads available for users of the popular Internet browsers, operating systems, computer types and the types of Internet connections. However, Wirtualna Polska Media is not responsible and cannot guarantee that any combination of these factors allows to access and read the ads or their elements. No ad impressions resulting from the factors mentioned in this Point, cannot be the basis for any compensation for Advertisers.

#### **§6**

1. Any required Order Modifications concerning the content of ads or graphic elements shall be provided to Wirtualna Polska Media by the Advertiser in writing (or other form agreed with Wirtualna Polska Media) with an accurate determination of their scope.
2. Any Order Modifications/Changes require the consent of the Advertiser and Wirtualna Polska Media. Wirtualna Polska Media provides for the possibility to make Order Modifications/Changes if such amendment is possible with regard to the availability of advertising space. Moreover, Wirtualna Polska Media has the right to refuse consent to Order Changes/Modifications without giving any reasons.
3. Any Order Changes during an advertising services that are not included in the Order (i.e. the minimum time and a time band) shall be subject to 20% surcharge on the Order value. In case of any doubts or ambiguities as to the scope and type of submitted changes, Wirtualna Polska Media shall have the right to fulfil the Order in its original form and time.

#### **§7**

An Advertiser who files a complaint about the manner and quality of fulfilling an Order shall not be released from the obligation to pay for the ad delivery according to the provisions of the Order.

#### **§8**

1. The ad campaigns are carried out within billing periods, not exceeding time period of one month unless Wirtualna Polska Media and the Advertiser agree otherwise.
2. An Advertiser shall pay Wirtualna Polska Media for an ordered advertisement/advertising campaign the remuneration according to a VAT invoice issued by Wirtualna Polska Media after completing the delivery of an advertisement/advertising campaign no later than after billing periods within 14 days from the date of issuing an invoice, unless Wirtualna Polska Media and the Advertiser agree on other payment terms. According to the provisions herein the number of payments shall reflect the number of months of the advertisement/advertising campaign.
3. Wirtualna Polska Media reserves the right to collect prepayments for an ordered advertising services to be paid against a proforma invoice. In such case, the Advertiser is required to pay the total payments for the advertising services at the latest on the 3rd (third) day before commencement of the advertising services specified in the Content of Order, unless Wirtualna Polska Media and the Advertiser agree on other payment terms.

#### **§9**

Unless Wirtualna Polska Media and the Advertiser agree otherwise, the remuneration of Wirtualna Polska Media for an ordered advertisement shall be determined according to the Price List applicable on the day of placing the Order and including the prices and additional charges, except for the remuneration for the delivery of an advertising services accounted for with an efficiency model.

#### **§10**

Discounts for Advertisers who buy advertisements from Wirtualna Polska Media shall be determined on an individual basis and shall depend on the value of an order, except for the deliveries of advertising services accounted for with an efficiency model.

#### **§11**

1. The minimum value of an order (after discounts) shall be PLN 1,000.00 net plus value added tax at a rate applicable as of the day of issuing a VAT invoice by Wirtualna Polska Media (unless Wirtualna Polska Media accepts lower minimum value) , subject to any special offers of Wirtualna Polska Media.
2. All prices given in the Price List are net prices. The value of an Order indicated in a VAT invoice shall be increased with value added tax at a rate applicable according to the rules of law.

### **IV. COMPLAINTS**

#### **§12**

1. Complaints about the method and quality of fulfilling an Order shall be submitted to Wirtualna Polska Media by the Advertiser exclusively in writing within maximum 30 days from the end of advertising services. If a complaint is legitimate, Wirtualna Polska Media shall remedy any defects and errors in an advertisement having consulted the Advertiser.
2. If advertising services is not completed within a set deadline for reasons out of Wirtualna Polska Media's control, the time of its execution shall be extended (no longer then till the end of the given calendar month) or the Client may transfer a remaining number of impressions to another Order. If the Wirtualna Polska Media does not extend the term of advertising services and does not accept the transfer of the remaining number of impressions to another Order, Wirtualna Polska Media's remuneration shall be reduced in proportion to the unfulfilled part of the Order.
3. Wirtualna Polska Media's compensation shall not exceed the value of remuneration for the execution of advertising services according to an Order.

### **V. FINAL PROVISIONS**

#### **§13**

During the delivery of ads and 30 days afterwards, the Advertiser shall have access to the detailed Statistics concerning the advertising services set out in the Order; however, the access to the Statistics of advertising services accounted for with an efficiency model shall be limited to the data set out in the detailed rules of delivering advertising services in the Portal accounted for with the efficiency model. The access to Statistics shall be available online 24h and shall be secured with a unique password available to the Advertiser.

#### **§14**

1. Applicable rules of law, in particular the provisions of the Act on rendering electronic services and the Civil Code, shall apply to any issues not governed herein.
2. These Terms, an advertising order, and any contracts made thereunder as well as the representations of the Parties related thereto shall be subject to Polish law.

3. Any and all disputes resulting from the application of these Terms, Ad Orders and contracts made thereunder or representations of the parties related thereto shall be resolved by a common court competent for the registered office of Wirtualna Polska Media.
4. Wirtualna Polska Media reserves the right to amend hereof at any time.
5. If an Advertiser refuses to accept any amended conditions hereof during the term of a contract made before the date of amending these Terms, the contract between the Advertiser and Wirtualna Polska Media shall expire, unless the delivery of an ad has commenced before the amendment to the Regulations or if the Parties agree otherwise. In the case mentioned in the preceding sentence, the ad delivery shall be executed until its completion according to previous terms and conditions.
6. These General Terms shall not apply to making any contracts with consumers, i.e. individuals who take legal actions that are not directly related to their business or professional activity. Persons who have the status of a consumer are kindly requested to contact the Sale Department of Wirtualna Polska Media Portal to make an individual advertising service contract.
7. The English version of these General Terms are provided only for information purposes. For the avoidance of doubts, Polish version of these General Terms shall prevail in the event of any discrepancies between the English and Polish language versions.

## **SURCHARGES**

### **CHARGES FOR CHANGES AND CANCELLING AND ORDER FOR AD DELIVERY:**

Changes to ad deliveries during a campaign, not included in an order	<b>+20%</b>
30 days before the planned start of a campaign:	no charges
from 14 to 29 days before the start of a campaign	<b>+20%</b>
from 4 to 13 days before the start of a campaign:	<b>+40%</b>
from 1 to 3 days before the start of a campaign:	<b>+60%</b>
during the execution of a campaign:	<b>+80%</b>
in case of day-ads within 3 days before the start of a campaign:	<b>+80%</b>

A cancellation fee shall be charged on the value of the Order remaining to be executed.

### **OFFICIAL DISCOUNT POLICY**

Wirtualna Polska Media follows the rolling discount policy both towards direct clients and advertising agencies. A discount is increased after reaching consecutive thresholds of costs on advertising with Wirtualna Polska Media. A higher discount can be awarded immediately, provided the expenditures are declared and a contract is signed including an undertaking to achieve a threshold of expenditures on advertising with Wirtualna Polska Media during the term of the contract. If the undertaking is not fulfilled, Wirtualna Polska Media shall have the right to cancel any undue discounts by issuing an adjustment invoice.

### **DISCOUNT THRESHOLDS FOR INDIVIDUALS**



Expenditures up to PLN 100,000.00	<b>Maximum 10% discount</b>
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Above PLN 100,000.00	<b>to be negotiated</b>
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**DISCOUNT THRESHOLDS FOR ADVERTISING AGENCIES AND INTERNET BROKERS**

No declared turnover	<b>up to 10%</b>
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Above PLN 50,000.00	<b>up to 15%</b>
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Above PLN 100,000.00	<b>up to 20%</b>
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Above PLN 200,000.00	<b>up to 25%</b>
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Above PLN 400,000.00	<b>up to 30%</b>
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Above PLN 800,000.00	<b>to be negotiated</b>
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The above-mentioned amounts concern the total annual turnover.