

## Principles for Conducting Sales on

### Polsat Media Online / Polsat Media Digital Audio Products

Polsat Media Spółka z ograniczoną odpowiedzialnością (formerly: Polsat Media Biuro Reklamy Spółka z ograniczoną odpowiedzialnością Sp.k.), with its seat in Warsaw, ul. Ostrobramska 77, operates as an advertising department for Telewizja Polsat Sp. z o.o., Cyfrowy Polsat S.A. and other entities (hereinafter: Administrators of Polsat Media Online / Polsat Media Digital Audio Products) and conducts operations comprising broadcast of Ads on the following websites (hereinafter: Polsat Media Online / Polsat Media Digital Audio Products):

#### **Polsat Media Online / Polsat Media Digital Audio Products**

##### **Polsat Media Video:**

Polsat Go

Polsatsport.pl

Polsatnews.pl

Polsat.pl

CartoonNetwork.pl

Boomerang-tv.pl

Sport.Interia.pl

MOVIads network

twojapogoda.pl

geekweek.pl

##### **Polsat Media Display:**

Polsatsport.pl

Polsatnews.pl

Polsat.pl

Interia.pl

CartoonNetwork.pl

twojapogoda.pl

geekweek.pl

##### **Polsat Media Digital Audio:**

AudioAds network

and others which are in the actual offer of Polsat Media . Changes to the list of Polsat Media Online / Polsat Media Digital Audio Products are announced by Polsat Media and shall not constitute an amendment to the Principles.

Sale of the Ad broadcasting service is conducted using following methods: CPM – based on number of broadcast (views), in specific time frames and within non-standard sale. Abovementioned methods have been described further in the Principles. The definitions of the terms used in the Principles have been provided in section X of the Principles.

#### **I – General terms and conditions of cooperation with the Advertiser**

1. The Ad broadcasting service shall be performed based on Orders on valid form delivered by Polsat Media and signed by Advertiser and Polsat Media for a specific calendar month. If the Agency acts on behalf of the Client, the Client together with the Agency shall bear joint responsibility for liabilities arising from the Order. The Order stipulates the number of Ad

broadcasts ordered, the campaign time frame, localisation and additional terms and conditions in particular.

2. Polsat Media conducts the sale of Ad broadcasting services for a given broadcasting period on the basis of the Pricelist applicable for the day on which the purchase order was submitted by the Advertiser. Orders are prepared by Polsat Media on the basis of purchase order received from Advertiser. On receiving a purchase order, Polsat Media makes a reservation for the advertising/sponsor air-time in the scope described in purchase order and confirms the reservation by sending the Order to the Advertiser for approval.
3. The Advertiser approves the Order by having authorized persons sign the Order and delivering the signed Order to Polsat Media together with the documents and statements listed in the Principles within 3 working days from the date of Polsat Media sending the Order to the Advertiser, not later however than by the fourth working day before the first broadcasting of the Ad covered by the Order. An Order is also considered to have been delivered when it has been sent to Polsat Media within the aforementioned deadline by fax or e-mail. The Order is concluded after it has been signed by Polsat Media .
5. Polsat Media charges an operating fee of PLN 100 (plus VAT due) for each Order for the broadcast of the commercial communications submitted by the Advertiser in Polsat Media . This fee will be included in the total net value from a given Order.
6. Polsat Media provides Adsign platform available at <https://adsign.polsatmedia.pl>, which is used to submit, handle and modify Orders for advertising services of Polsat Media . Orders on the Adsign platform should be submitted in PDF format. Access to the Adsign platform allows for placing an electronic signature on the Order, sending invoices in PDF format and managing user rights. Access to the platform depends on the activation of the user's account and acceptance of the platform's regulations, which are available on platform's website.
7. Polsat Media provides the Adsearch.pl platform functioning as part of the INTERIA.PL portal, used for box management, available at the internet address <http://www.adsearch.pl>. Detailed information on the form of sale and operation of the platform is set out in Appendix no. 6 to the Principles.
7. Any changes introduced by the Advertiser to the signed Order shall be regulated by the provisions of the Principles in the part related to resignation from the services.
8. If, in connection with settling the Order, it is necessary to issue a correcting invoice – the need and the amount shall each time be confirmed by the Advertiser within 3 working days from the date of Polsat Media presenting the settlement details, not later however than by the end of the calendar month in which the settlement details were provided.
9. If Advertiser having outstanding liabilities to Polsat Media performs a transfer and in the term of 3 working days from the date of crediting of Polsat Media 's bank account does not indicate which claim this transfer satisfies then Polsat Media will settle this payment on the account of the debt which is the most outstanding.
10. The broadcaster has the right to refuse to broadcast an ad whose content or form is inconsistent with the programming line or may damage the broadcasterr's reputation.
11. Any disputes arising from the Order or the Long-term Contract will be settled by the common court competent for the seat of Polsat Media .

## **II – Valuation of the Order**

1. Orders for the broadcasting of Ads are prepared by Polsat Media on separate forms which specimens are provided in Appendix No. 3A to the Principles. The calculation of the net value of the Order is performed by Polsat Media in accordance with the provisions of the Principles.
2. If as a part of the Order are broadcasted: Ad for an alcoholic drink, the value of the Order is additionally increased by 11.11%, due to the obligation to make a payment for providing services involving the Advertising of alcoholic drinks. Polsat Media hereby declares that in the event of a liability arising to accrue other fees, apart from the liability referred to in this clause calculated in connection with the broadcasting of Ads, the value of the Order shall also be increased by the amount of those liabilities.
3. Polsat Media may grant the following discounts to Advertisers:
  - a. Client's discount – a discount granted to the Client based on a long-term contract concluded between the Client/Agency and Polsat Media ;
  - b. other discounts – discounts granted by Polsat Media in individual cases (e.g. a seasonal discount).
4. Minimum net value of the Ads broadcasting service in the scope of single Order amounts to 2.000 PLN.

#### **CPM sale – based on number of broadcasts (views)**

5. CPM sales method, i.e. based on number of broadcasts (views) consist in Ads broadcasting service evaluation on the basis of number of views ordered by the Advertiser. That amount due Ads broadcasting in the scope of the Order is calculated as a product of CPM published in Pricelist applicable for the given broadcasting period and ordered thousands of Ad views.
6. The Order evaluation is executed in the following way:

CPM published in the Pricelist applicable for given broadcasting period is multiplied by AD length conversion factor (applies to Polsat Media Video; Polsat Media Digital Audio; in case of Polsat Media Display conversion factor does not apply) and after it is increased by additional fees arising from the Pricelist. Additional fees are charged in the following order: firstly fee resulting from the creation of the Ad is charged, and as consecutive – additional fees, whereby each consecutive fee is charged from the amount arising from amount after charging the preceding fee. Value calculated in the aforementioned way is decreased by discounts to which Advertiser is entitled. Each consecutive discount is calculated from the amount remaining from the subtracting the preceding discount, whereby Client's discount is accrued as the last. Value after subtracting discounts is multiplied by the number of thousands of Ad views and shall be deemed as Order net value. The net value of the Order is increased by amounts due to the State budget referred to in point II.2 of the Principles and then by VAT.

#### **Sale in the specific time frames**

7. Sales method in specific time frames consist in Ad being broadcast in the given time frame in specific place of Polsat Media Online / Polsat Media Digital Audio Product given by Advertiser. The amount due Ads broadcasting in the scope of the Order is calculated according to rules individually established with the Advertiser.
8. Provisions of point above are applicable to evaluation of Order in the scope of sales method in the specific time frames.

#### **Non-standard sale**

9. Non-standard sales method consist in creating of special offer within the limits of Polsat Media Online / Polsat Media Digital Audio Products. The amount due Ads broadcasting in the scope of the Order is calculated according to rules individually established with the Advertiser.
10. Provisions of point above are applicable to evaluation of Order in the scope of sales method in the specific time frames.

#### Ad length conversion factors

11. If an Ad is shorter or longer than 30 seconds, the price of broadcasting a given Polsat Media Online / Polsat Media Digital Audio Product is multiplied by the Ad length conversion factor given in the table below.

<b>Ad length conversion factors: duration of Ad (in seconds)</b>	<b>conversion factor</b>
5	40%
from 6 to 10	55%
from 11 to 15	70%
from 16 to 20	90%
from 21 to 30	100%
from 31 to 35	120%
from 36 to 40	140%
from 41 to 45	150%
from 46 to 60	200%

In the case of Ads that are longer than 60 seconds, the Ad length conversion factor is determined individually.

12. If two or more Ads are combined into one broadcasting material then the price of broadcasting each Ad/CPM shall be calculated separately in accordance with the Ad length conversion factors.

#### Additional fees

13. The Advertiser may purchase one or more additional services to broadcast the Ad in Polsat Media Online / Polsat Media Digital Audio Products, in such event, the amount due for broadcasting the Ad shall be increased by the fee specified in the table below.

<b>Additional Video fees</b>	<b>additional fee</b>
Ad broadcasting next to selected VOD materials	60%
Ad broadcasting in selected website *	50%
Ad broadcasting in customised package**	40%
Ad broadcasting in selected thematic package	30%
Capping 3/UU/month	20%
Capping 3/UU/week	15%
First position in commercial break	30%
Position 1-3 in commercial break	15%
Ad broadcasting exclusively in pre or mid-roll block	10%
IP, operator, operating system or browser type targeting	40%
Geo-targeting on voivodeship	30%
Geo-targeting on city	50%

Meteo-targeting (twojapogoda.pl)	50%
Re-targeting	50%
Exclusion of one platform for broadcast (www, SmartTV or mobile)	10%
„quarters” mensuration by publisher	20%
Spot sequence	10%
Broadcast in selected hours	20%
Additional fee for PMP	50%
Additional fee for interactive ads in VPAID format	40%
<b>Beer tax</b>	<b>11,111111%</b>

\* Does not apply to Interia.pl

\*\* selection of at least two video services, incl. Polsat Go, Interia, polsatsport.pl, polsatnews.pl, cartoonnetwork.pl, boomerang-tv.pl, MOVlads, twojapogoda.pl.

A video campaign on RON means broadcasting advertisements in pre and mid-roll blocks, carried out on all websites, platforms and types of devices. The RON and selected packages include: Polsat Go, Interia polsatsport.pl, polsatnews.pl, cartoonnetwork.pl, boomerang-tv.pl, MOVlads, twojapogoda.pl.

Due to technical limitations, advertisements broadcast on SmartTV devices are not clickable, which means that it is not possible to redirect to another page.

<b>Additional Display services</b>	<b>additional fee</b>
Broadcast on Interia Home Page	100%
Ad broadcasting in selected website	50%
Ad broadcasting in customised package (2	40%
Ad broadcasting in selected thematic package	30%
Capping	15%
IP, operator, operating system or browser type targeting	40%
Geo-targeting on voivodeship	30%
Geo-targeting on city	50%
Meteo-targeting (twojapogoda.pl)	50%
Re-targeting (to retargetted flight)	50%
Broadcast in selected hours	10%
Additional product or service from another advertiser	20%
Streaming in graphic ad	10%
Clickable wallpaper in Multiscreening	30%
Ad broadcasting in specific sequence	10%
Expanding of the creative	50%
Settlement for visible pageviews (CPM) - internal data	60%
Settlement for visible pageviews (vCPM) - external data	80%
PMP additional fee	10%
Beer tax	11%
Exceeding of admissible creation balance	% for each additional 1% of the balance

<b>Additional fee basic Display format</b>	<b>CrossDevice Index</b>	<b>Desktop Index</b>
Triple Billboard/Double Wideboard/Multiscreening with Double Billboard/Half Page	15%	30%
Expand Billboard/Expand Double Billboard/Expand Wideboard	25%	50%
Mega Double Wideboard	35%	70%
Multiscreening with Triple Billboard/Multiscreening with Double Wideboard	35%	75%

Expand Triple Billboard/Expand Double Wideboard / Half Page PuzzleExpand	50%	100%
Megaboard	60%	120%
Dynamic Multiscreening z Triple Billboard/Dynamic Multiscreening z Double Wideboard /Pushdown Multiscreening with Triple Billboard/ Pushdown Multiscreening with Double Wideboard/Half Page 3D	80%	160%

<b>Audience Targeting – targeting category</b>	<b>Additional fee</b>
Demography	25%
Interests	30%
Purchasing intentions	40%

If two or more different Audience targeting categories are selected, the highest surcharge is charged

<b>PMP fees (to basic CPM level)</b>	<b>Additional fee</b>
Broadcast on inventory with an increased CTR level	20%
Broadcast on inventory with an increased viewability 65-70%	20%
Broadcast on inventory with an increased viewability 70-80%	30%
Broadcast on inventory with an increased viewability >80%	40%
Broadcast with PG	40%

<b>additional Digital Audio services</b>	<b>additional fee</b>
Ad broadcasting in selected digital audio materials	60%
Ad broadcasting in selected website	50%
Ad broadcasting in customised package*	40%
Ad broadcasting in selected thematic package	30%
Capping 3/UU/miesiąc	20%
Capping 3/UU/tydzień	15%
Additional fee for PMP	50%
First position in commercial break	30%
Ad broadcasting in selected hours	10%
Geo-targeting on voivodeship	30%
Geo-targeting on city	50%
Re-targeting	50%
Exclusion of one platform for broadcast (www, app or mobile)	25%
„quarters” mensuration by publisher	10%
Additional product or service of another Advertiser	20%
Exceeding of admissible creation balance	for each additional 1% of the balance
Beer tax	11%

\* selection of at least two from among Audio services

An audio campaign on RON means broadcasting ads in pre and mid-roll blocks, carried out on all websites, platforms and types of devices..

14. If the Ad contains additional elements on creation level, the amount due for broadcasting of the Ad shall be increased by the fee specified in the table below.

<b>additional elements on creation level</b>	<b>additional fee</b>
Additional product or service of another advertiser	20%
Exceeding of admissible creation balance	1% for each additional 1% of the balance

15. Actual list of additional services and fees is published in Polsat Media Online / Polsat Media Digital Audio pricelist.

#### **Multi-channel orders**

16. The Advertiser may acquire Ad broadcasting services in the so-called Multi-channel Orders comprising two or more of the Orders in given Polsat Media Online Products and accordingly in TV Channels, Polsat Media Online Websites, Polsat Media Digital Audio Products, Polsat Media AdTube Products, Polsat Media AdScreen carriers and/or Radio Programme. Polsat Media establishes a list and percentage share of respective TV Channels in the group which is covered by certain type of Multi-channel Order, creating, for example: men's package, women's package, general package. Change in the group covered by certain type of Multi-channel Order does not constitute a change of Principles. In the case of a Multi-channel Order, Polsat Media issues one Order for a given period relating to all TV Channels, Polsat Media Online Websites, Polsat Media Digital Audio Products, Polsat Media AdTube Products, Polsat Media AdScreen carriers and/or Radio Programme covered by the group, and the settlement of the amounts due arising from the Order is performed jointly for all the TV Channels, Polsat Media Online Websites, Polsat Media Digital Audio Products, Polsat Media AdTube Products, Polsat Media AdScreen carriers and/or Radio Programme on which the Ads from the Order were broadcast based on the provisions of the Principles relating to Pricelist and Package Orders respectively. The Multi-channel Orders may comprise both Pricelist and Package Orders.

17. The Client's discount or for a given Multi-channel Order (for the entire group of Polsat Media Online / Polsat Media Digital Audio Products and accordingly for TV Channels, Radio Programme, Polsat Media AdTube or Polsat Media AdScreen carriers) is specified in the long-term Contract concluded between Polsat Media and the Advertiser.

18. The remaining provisions of the Principles relating separately to the Pricelist and Package Orders shall be applied accordingly to Multi-channel Orders. For the Orders comprising TV Channels (and accordingly: Radio Programme, Polsat Media AdTube or Polsat Media AdScreen carriers, Polsat Media Online, Polsat Media Digital Audio), the Principles for Conducting Sales on TV Channels of Polsat Media Principles for Conducting Sales on Polsat Media Internet Products (and accordingly: the Principles for Conducting Sales on Muzo.fm Radio Programme, Principles for Conducting Sales of Polsat Media AdTube or the Principles for Conducting Sales on Polsat Media AdScreen carriers) shall be applied.

#### **Rozliczenie emisji reklam**

19. The settlement of the Order is performed on the basis of the data pertaining to the number of executed broadcasts, provided by AdOcean Sp. z o.o. with its seat in Warsaw. The settlement of the Order on the basis of any other methods or data provided by any other entity is admissible upon prior written consent netshare of Polsat Media .

20. During execution of the Order and in the term of 30 days after its completion, Advertiser, on his written request could be provided with WWW website with statistics pertaining to the number of executed broadcasts on the number of clicks (if Ad is clickable).
21. Consent on settlement of the Order on the basis of data provided by an entity other than stipulated in point 19 shall be granted providing that Polsat Media shall be granted on-line access to the indicated system measuring campaign execution.
22. If settlement of the Order is made on the basis of data provided by an entity other than stipulated in point 19, the admissible difference between ordered flights of a campaign and executed ones which may be subject to compensation, shall not be greater than 5% (in words: five percent).
23. By signing the Order Advertiser agrees on making publicly accessible the results of an Ad campaign executed in Polsat Media Online / Polsat Media Digital Audio Products in aggregated form.
24. By signing the Order Advertiser agrees on use of Advertiser's logo and advertising materials, pertaining to given campaign, in printed or digital form, for the purpose of promotion of Polsat Media Online/Polsat Media Digital Audio Products and apps and/or advertising services provided by Polsat Media .

### **III – Long-term contracts**

1. The cooperation between the Client and Polsat Media may be regulated by a Long-term Contract which specifies the obligations of the parties and the additional terms of cooperation, not covered by the Principles.
2. The obligations of the Client as part of the Long-term Contract comprise the commitment to purchase the service of broadcasting Ads on a given Polsat Media Online / Polsat Media Digital Audio Product and the specification of the level of the Client's financial commitment for the duration of the Long-term Contract.
3. The obligations of Polsat Media as part of the Long-term Contract may include the following elements:
  - a. reservation of the advertising time for the duration of the Long-term Contract;
  - b. setting the Client's individual CPM level discount for the duration of the Long-term Contract;
  - c. setting the Client's discount in the period of validity of the Long-term Contract;
  - d. setting the agency discount in the case of executing the Long-term Contract through an Agency.
4. If the Client does not perform the financial commitments specified in the Long-term Contract, Polsat Media shall calculate the difference between the level of the commitment and the total net value of the Ad broadcasting service provided to Polsat Media for broadcasting the Ads of the Client for the duration of the Long-term Contract. The Client shall be obliged to pay Polsat Media half the amount thus calculated by reducing the Client's discount and increasing the CPP level in connection with non-performance of the Client's obligation. Payment shall be made within 3 weeks from presenting the Client with the relevant settlement details by the Polsat Media .



5. Any commercial terms and conditions covered by Order or Long-term Contract are confidential to the third parties and may not be disclosed without prior written consent of the Polsat Media except where such disclosure is required by generally applicable provision of law, in particular on the order from authorized public administration body. Advertiser agrees to disclose commercial terms and conditions to the Broadcaster. For the avoidance of doubt Advertiser acknowledges that he is not entitled to disclose commercial terms and conditions to any entities conducting activities in the scope of researching the mediagenic or/and marketing efficacy of advertising campaigns of the Advertiser.

#### **IV– Broadcasting materials**

1. The Ads/Sponsorship Billboards which are to be broadcast shall be delivered to Polsat Media digitally in the form of files delivered through the Polsat Media Adflow platform, compliant with the technical specification available at: <https://adflow.polsatmedia.pl> or indicated in the Appendix no. 4 to the Principles.. Broadcast materials are stored for 3 months from the date of its last broadcast. After this term Polsat Media is entitle to erase this material without the necessity to inform the Advertiser about this fact.
2. Broadcasting materials intended for broadcast in Polsat Media Display are sent via e-mail to the address of the salesman providing services to a given Client / Agency. The materials should comply with the technical specification available at [www.polsatmedia.pl](http://www.polsatmedia.pl)
3. The Advertiser shall be also obliged to deliver the copyrights certificate in accordance with the specimen provided in Appendix No. 4 to the Principles. The Order may be executed conditionally without the delivered copyrights certificate; in such situation Polsat Media reserves the right to stop the broadcasting of Ads at any time – without incurring any financial consequences on this account..
4. The Advertiser shall be obliged to hold the certificates of admitting the advertised products to trading in Poland and deliver them to Polsat Media on every Polsat Media’s demand. If the Ad relates to a competition, promotion, lottery, etc. the Advertiser shall be obliged to hold all the permits obtained from the state bodies for conducting the abovementioned activities and present them when so demanded by Polsat Media .
5. Ads shall not imitate or simulate the elements of Polsat Media Online / Polsat Media Digital Audio Products on which they shall be presented and should be easy recognisable as ads. Polsat Media reserves the right to additionally identify Ad by words: „ad”, „paid announcement”, „sponsor”, „sponsored link” or other with similar meaning.
6. Liability for the content of the Ad is born by the Advertiser.
7. The Ads should be delivered to Polsat Media not later than by 3 p.m. on the fourth working day before the date of broadcasting the Ad. By the same deadline, the Advertiser shall be obliged to specify the version of the material which is to be broadcast, if Polsat Media previously received broadcasting materials from the Advertiser.
8. In case of delay in delivering broadcast materials Polsat Media starts execution of a campaign in the earliest possible term and uses its best efforts to execute it in its entirety.
9. Execution of the Order in term other than specified in the Order or non-exercise of campaign in case of non-delivery of advertising creation in required term by the Advertiser shall not constitute indemnification liability for non-exercise of the Order in its entirety and ist shall not constitute the necessity of reimbursement of monies due to non-exercised part of the Order.

10. If the Ad is not approved for factual reasons (non-compliance with the legal regulations or for other justified reasons), for technical reasons or if other requirements specified in the Principles have not been met, in particular those in point IV.1, the Ad shall be treated as not delivered. In such case, point VII.1 of the Principles shall apply. Polsat Media reserves the right to suspend execution of the Orders for broadcasting such an Ad. Polsat Media shall have the right to cease broadcasting an Ad in respect of which the Advertising Council Association so demands in writing based on an opinion issued by the Advertising Ethics Commission operating as part of the Advertising Council Association.

#### **V – Copyright**

1. Signing the Order shall be equivalent to the Advertiser warranting and representing that he holds the copyrights and related rights to the Ad within the scope necessary for broadcasting and re-broadcasting on the Polsat Media Online / Polsat Media Digital Audio Product and shall mean that the Ad delivered for broadcast complies with the law and does not infringe the rights of any third parties.
2. Signing the Order shall be equivalent to making a warranty and representation that the copyrights' certificate attached to the delivered Ad lists all the persons who - with reference to the works indicated - have the rights to fees arising from the provisions of the Act on copyrights and related rights, payable via the collective management organization, also including rights to fees pursuant to Art. 70 and Art. 18 of the Act. The Advertiser declares that apart from the persons listed in the certificate, the Ad, the works contained therein or their use do not give rise to the rights of any other persons to fees arising from the provisions of the Act on copyrights and related rights, payable via the collective management organization, also including rights to fees pursuant to Art. 70 and Art. 18 of the Act.
3. In the event of delivering the Ad for broadcasting without the properly filled in copyrights certificate, signing the Order shall be equivalent to making a declaration that the delivered Ad (and the works contained therein) and their use do not give rise to rights of any other persons to fees arising from the provisions of the Act on copyrights and related rights, payable via the collective management organization, also including rights to fees pursuant to Art. 70 and Art. 18 of the Act.
4. In the event of infringing the right or rights of third parties, in particular: personal rights, copyrights or related rights, rights to trademarks, the Advertiser shall be obliged to cover the full amount of the losses related to such infringement incurred by Polsat Media or third parties, in particular the Broadcasters, including the legal representation costs.
5. The Advertiser agrees to reimburse the royalties, compensations and penalties which the Administrator, owner of the Polsat Media Online / Polsat Media Digital Audio Product or Polsat Media would have to pay on this account and to reimburse all the costs related to the infringement, including the legal representation costs.

#### **Va – Advertising of food or drinks containing ingredients whose presence in excessive amounts in the daily diet is not recommended**

1. Children's programmes may not be accompanied by Ads for food or beverages containing ingredients whose presence in excessive amounts in the daily diet is not recommended.
2. Advertiser whose broadcasts of the Ads are planned for children's programs is obliged to provide to Polsat Media a statement according to the template attached as Appendix 5 to the nutritional criteria set out in the "Food Counselling Criteria for food advertising for children aged under 12

years of age in Poland "(hereinafter: " Food Criteria ") , by the products being the object of the Advertising within 4 working days prior to their planned broadcast. If the Advertiser fails to provide a statement on time or provide an incorrect statement, Polsat Media will broadcast Ads for programmes other than children's programmes - without incurring any financial consequences.

3. The current text of the Nutrition Criteria can be found on the website of the Union of Associations Advertising Council which is an attachment No. 2a to the Code of Ethics for Advertising: <http://www.radareklamy.pl/kodeks-etyki-reklamy.html>

#### **Vb – Obtaining of information about Polsat Media Online/Polsat Media Digital Audio users**

1. Appliance of any systems, scripts or codes obtaining any information about Polsat Media Online/Polsat Media Digital Audio users, their reactions on Ads being broadcast or matters disseminated on Polsat Media Online/Polsat Media Digital Audio websites, as well as information about websites being visited by users (including information about website content or information enabling their classification) by Advertiser or entities acting on behalf of Advertiser or entities on which behalf Advertiser acts, and also use of any aforementioned information in a way or for the purpose extending beyond the needs resulting from Order of Ad broadcast realisation, in the scope of which this information was obtained, requires obtaining of separate consent of Polsat Media , with the stipulation that final decision about consent granting is at sole discretion of Polsat Media . Consent to use of the aforementioned information might be granted for an indefinite period of time, with the reservation to consent withdrawal by Polsat Media or it might be granted for a fixed term. Consent, as well as its withdrawal might be granted in the written form or e-mail form, including fax sent.
2. Irrespective of obtaining of Polsat Media 's consent, which is described in aforementioned point 1, Advertiser by himself undertakes that obtaining information described in the aforementioned point 1 as well as its any use shall be in compliance with any provisions of law, in particular it pertains to situations in which obtaining and use of information in such way requires, in compliance with applicable provisions of law, obtaining of Polsat Media Online/Polsat Media Digital Audio user's consent or right to file an objection in connection with obtaining or use of information in such way. The obligation of obtaining of congruent user's consent as well as an ability to file an objection applies to Advertiser. Simultaneously Advertiser is obliged to stop obtaining and refrain from farther use of information after the objection is raised.
3. Infringement of restrictions and/or obligations described in point 1 and 2 above shall constitute material breach of contract obligations by Advertiser (including obligations pertaining from Order delivered and accepted for realisation by Polsat Media ) and it entitles Polsat Media to request for payment of liquidated damages amounting to 20 000 (twenty thousand) PLN for each incidence. Payment of liquidated damages shall be made by Advertiser in the term of 14 days from receipt of payment request issued by Polsat Media . Provision concerning liquidated damages does not exclude admissibility of claiming damages if their exceed the amount of the liquidated damages stipulated herein.
4. Polsat Media shall use its best efforts to make available ads broadcast in Polsat Media Online/Polsat Media Digital Audio Products for users of popular internet browsers, operating systems, computer types and types of internet connections. However Polsat Media does not guarantee and is not responsible for any combination of aforementioned factors enables access to and acquaint with the Ad or its particular elements. The lack of views of the Ad arising from aforementioned factors does not constitute basis for reimbursements for the Advertiser.

#### **VI – Payment**

1. The amount due for broadcasting of Ads shall be calculated each time when placing Orders.
2. The payment for individual Orders shall be made at least 7 days before the first broadcast in the Order.
3. The payment shall be made to the bank account of Polsat Media indicated in the Order.
4. Should the Advertiser fail to make the payment on time, Polsat Media shall have the right to accrue default interest for each day of delay.
5. Polsat Media may treat the delay in payment as a withdrawal from the Order – in such situation, the provisions of the Principles shall apply in the part relating to resignation from the service.
6. If it is necessary for Polsat Media to issue a correcting invoice reducing the amount of the initial invoice, the Advertiser is obliged to confirm the receipt of such correcting invoice and indicate the method of compensating such amount within 7 days of receipt such correcting invoice.

#### **VII – Resignation from Ad broadcasting services**

1. The Advertiser's withdrawal from the Order or part thereof or resignation from additional broadcasting services shall give rise to the Advertiser's obligation to pay the reservation fee in the amount specified in the table below.

**reservation fees:**

<b>cancelation date</b>	<b>fee</b>
by the 14th working day before the first broadcast (inclusively)	25%
by the 5th working day before the first broadcast (inclusively)	50%
later than by the 4th working day before the first broadcast	75%
on the day of the first broadcast or later	100%

2. The reservation fee is calculated based on the net value of the broadcasts covered by the resignation, and in the case of changing the Ad to a shorter one – the reservation fee shall be equal to the difference between the net value of broadcasting the longer Ad and the net value of broadcasting the shorter one. VAT shall be calculated on the amount of the reservation fee.

#### **VIII – Claims**

1. If due to the fault of Polsat Media, owner or the Administrator of the Polsat Media Online/ Polsat Media Digital Audio Product, broadcast of the Ad is not performed or is performed with defects, Polsat Media shall have the Ad re-broadcast with the same broadcasting value at the nearest possible date, within a timeslot similar to that in which the broadcast was to have been performed. Submitting a written claim to Polsat Media within 28 days from the date of the broadcast subject to the claim shall be a condition for re-broadcasting the Ad.
2. Broadcasting the Ad as part of the claim shall not release the Advertiser from the obligation to pay the amount due for broadcasting the Ad subject to the claim.
3. Polsat Media is responsible only for the damage arising from non-performance or improper performance of obligations from the Order which were caused by wilful misconduct or gross negligence. The compensation arising from damage inflicted by POLSAT Media shall not exceed the net value of the Order.
4. Polsat Media is not responsible for non-performance or improper performance of obligations from the Order (in particular for delay) if this is caused by the event being out of control of the

Polsat Media , in particular: force majeure events (e.g.: war, other acts of war, riots, acts or action of public administration bodies, elemental disasters, national mourning), interference with the broadcast of Polsat Media Online/ Polsat Media Digital Audio Product, including malfunctions of broadcasting devices, power failures or breaks in power distribution, compliance with orders or prohibitions resulting from conditions of broadcasting license or provisions of law, permission or other document issued by public administration bodies.

#### **IX – GDPR information clause**

- 1.** Polsat Media represents that it is a personal data controller within the meaning of the Regulation of the European Parliament and the Council (EU) 2016/679 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 (“GDPR”) with respect to personal data of the natural persons representing the Advertiser and the natural persons appointed by this entity as contact persons and other persons responsible for the implementation of the Order or Long-term contract (if named).
- 2.** Contact details of the Data Protection Officer: daneosobowe@polsatmedia.pl.
- 3.** The personal data referred to in sec. 1 shall be processed for the following purposes:
  - a.** related to the performance of the Order or Long-term contract;
  - b.** related to claims assertion or claiming damages;
  - c.** giving response for writs, motions and complaints;
  - d.** giving response about pending proceedings.
- 4.** The legal basis for processing the personal data referred to in sec. 1 are as follows:
  - a.** Article 6 Section 1 b) of the GDPR – the need to execute the terms of a contract, i.e. processing is necessary for the performance of the Order or Long-term contract;
  - b.** Article 6 Section 1 c) of the GDPR – the need to comply with statutory requirements, i.e. processing is necessary for compliance with legal obligations of Polsat Media ;
  - c.** Article 6 Section 1 f) of the GDPR – the need to execute legitimate interests of Polsat Media .
- 5.** In accordance with the binding provisions of law, Polsat Media may transfer the data to entities processing data on assignment from this Party, e.g. on the basis of personal data processing assignment agreements to IT services suppliers, auditors, professional advisors, on the basis of the binding provisions of law to the entities authorized to obtain such data, e.g. courts and law enforcement authorities if they request such personal data stating the legal basis for their request.
- 6.** The personal data of the persons referred to in sec. 1 will not be transferred to any third country or international organization within the meaning of the GDPR.
- 7.** The personal data of the persons referred to in sec. 1 will be processed for a period of 10 years from the end of the calendar year in which the Order is executed, unless a longer processing period is required e.g. due to archiving obligations, enforcement of claims or otherwise as required by the generally binding provisions of law.
- 8.** The persons referred to in sec. 1 may request the data controller to provide them with access

to, correct, delete or restrict the processing of their data, as well as to object to their processing. They also have the right to transfer their data. These rights will be performed by the data controller within the boundaries of the binding provisions of law.

9. The persons referred to in sec. 1 may file complaints related to the processing of their personal data with the regulatory authority having jurisdiction in their location or in the place where the personal data regulations were breached.
10. Providing the personal data referred to in sec. 1 was required for the purpose of concluding the Order or Long-term contract. If any of the persons referred to above demands that his/her personal data be deleted or their processing restricted, the Advertiser will immediately appoint another person in his/her place.
11. Providing the personal data of the persons referred to in sec. 1, Polsat Media shall not take automated decisions based on profiling, as defined in the GDPR, using the personal data of the persons referred to in § 10 sec. 1.
12. If the Advertiser provides the personal data of any persons related to Advertiser to the Polsat Media in relation to the performance of the Order or Long-term contract, which concerns in particular the personal data of its employees, proxies, management board members, business partners, suppliers and other persons who do not sign the Order or Long-term contract, the Advertiser shall be required to notify those persons on behalf of the Polsat Media about:
  - a. the scope of the personal data concerning those persons transferred to the Polsat Media ;
  - b. Polsat Media being the data controller for their personal data and processing the data in accordance with the principles described above;
  - c. the Advertiser being the source from which the Polsat Media obtained the data;
  - d. the content of this section

#### **X – Definitions of terms used in the Principles, long-term Contracts and Orders**

1. Principles – these Principles for Conducting Sales on Polsat Media Online / Polsat Media Digital Audio Products
2. The Client – the producer, the distributor or another entity whose products or services are the subject of the Ads broadcast on Polsat Media Online / Polsat Media Digital Audio Products; the Client may place orders directly with Polsat Media or through the Agency acting on his behalf.
3. The Agency – an advertising agency or media house; an entity conducting advertising activities, acting on behalf of the Client and authorized by him to place and sign Orders and pay the amounts due arising from them. A specimen of the authorization is provided in Appendix No. 1 to the Principles.
4. The Advertiser – the Client or the Agency acting on his behalf.
5. The Ad – commercial material not deriving from the Administrator of Polsat Media Online / Polsat Media Digital Audio Product, in connection with its business or professional activities, aimed at promoting sales or the chargeable use of goods or services.

6. The Order – an agreement covering the broadcasting of the Ad during a calendar month, concluded between the Advertiser and Polsat Media ; the Order specifies the subject of the Ad, the Polsat Media Online / Polsat Media Digital Audio Product on which the Ad is to be broadcast, the broadcasting period and other elements arising from the Principles.
7. Net value of the service – value of the Order calculated in accordance with the provisions of the Principles, decreased by discounts and rebates (without VAT).
8. The Pricelist – the pricelist for broadcasting Ads binding for Ads broadcast on a given Polsat Media Online / Polsat Media Digital Audio Product, valid in principle for given broadcasting period. The prices provided in the Pricelist relate to the single broadcast of Ad and are subject to adjustment for additional fees, discounts accrued in accordance with the Principles and amounts due to the State budget, including VAT.
9. CPM (Cost Per Mille) – the cost of 1000 views of a given Ad applied in model of advertising campaign in which Advertiser pays for 1000 views of given Ad for the duration of the Order (CPM sale).
10. Video Ad Form - strictly defined form of advertising broadcast in Polsat Media Online / Polsat Media Digital Audio Products. The technical parameters of individual ad broadcasting services are specified in the technical specification available at: <https://adflow.polsatmedia.pl>
11. Non-Standard Sale – sales method comprising of creating a special offer in the scope of Polsat Media Online / Polsat Media Digital Audio Products.
12. Long-term contract –the contract related to the Ad broadcasting service, the validity period of which covers more than one Order; a Long-term Contract is concluded between the Advertiser and Polsat Media .

#### **XI – Appendices and validity of the Principles**

The Appendices :

- a. Appendix No. 1: Template of Authorization for the Agency to represent the Client before Polsat Media ;
- b. Appendix No. 2: Template of Power of attorney for the Advertiser's representatives to sign Orders;
- c. Appendix No. 3: Specimen Orders, Appendix No. 3– Specimen digital Audio Order
- d. Appendix No. 4: Copyrights certificate
- e. Appendix No. 5: Technical requirements pertaining to broadcast materials received by Polsat Media ,
- f. Appendix No. 6: Adsearch.pl platform Regulations

Changes to the wording of an Appendix shall not constitute an amendment to the Principles.

**Appendix No. 1**

**to the Principles for Conducting Sales on  
Polsat Media Online / Polsat Media Digital Audio Products**

**Template of Authorisation to represent Client by Agency before Polsat Media**

---

Warsaw, dated .....

**AUTHORISATION**

We,..... with registered seat in ....., ..... St., share capital ..... PLN, registered in the District Court of ..... Commercial Department of the National Court Register under the National Court Register No. KRS ....., Taxpayer Identification Number NIP ....., (hereinafter called „Mandator”), thereby authorise ..... with registered seat in ....., ..... St., share capital ..... PLN, registered in the District Court of ..... Commercial Department of the National Court Register under the National Court Register No. KRS ....., Taxpayer Identification Number NIP ....., (hereinafter called „Mandatary”) to act on behalf of Mandator in legal relationships with Polsat Media Spółka z ograniczoną odpowiedzialnością (formerly: Polsat Media Biuro Reklamy Spółka z ograniczoną odpowiedzialnością Sp.k.) in particular to conclude long-term Contracts and Orders for broadcasts of the Ads, Sponsorship Billboards and Product Placement on: TV Channels, Radio Channels, Polsat Media Online/Polsat Media Digital Audio Products, Polsat Media AdScreen, Polsat Media AdTube\*, book air-time for broadcasts and take other obligations connected with broadcasts, as well as make payments resulting from the Orders and/or other obligations and perform all kinds of activities necessary for the execution of the contracts and the obligations.

Withdrawal of the AUTHORISATION shall be made in writing and shall be valid on condition that it is previously delivered to Polsat Media Spółka z ograniczoną odpowiedzialnością (formerly: Polsat Media Biuro Reklamy Spółka z ograniczoną odpowiedzialnością Sp.k.).

.....

(Mandator’s signature and stamp)

.....

(Mandatary’s signature and stamp)



\* delete as appropriate

**Appendix No. 2**

**to the Principles for Conducting Sales on  
Polsat Media Online / Polsat Media Digital Audio Products**

**Template of Power of attorney for Advertiser's representatives to sign Orders**

---

Warsaw, dated .....

**POWER OF ATTORNEY**

We,..... with registered seat in ....., ..... St., share capital ..... PLN, registered in the District Court of ..... Commercial Department of the National Court Register under the National Court Register No. KRS ....., Taxpayer Identification Number NIP ....., (hereinafter called „Mandator”), hereby represents, that following Mandator’s employees:

.....	—	.....
(Name of the proxy)	(position)	(signature of the proxy)
.....	—	.....
(Name of the proxy)	(position)	(signature of the proxy)
.....	—	.....
(Name of the proxy)	(position)	(signature of the proxy)
.....	—	.....
(Name of the proxy)	(position)	(signature of the proxy)
.....	—	.....
(Name of the proxy)	(position)	(signature of the proxy)

are empowered (each of aforementioned persons individually) to act for and on behalf of Mandator in legal relationships with Polsat Media Spółka z ograniczoną odpowiedzialnością (formerly: Polsat Media Biuro Reklamy Spółka z ograniczoną odpowiedzialnością Sp.k.) in the scope of placing and signing Orders for broadcasts of the Ads, Sponsorship Billboards and Product Placement on: TV Channels, Radio Channels, Polsat Media Online / Polsat Media Digital Audio Products, Polsat Media AdScreen, Polsat Media AdTube\* during calendar month and perform all kinds of activities necessary for the execution of Order.

Withdrawal of the POWER OF ATTORNEY shall be made in writing and shall be valid on condition that it is previously delivered to Polsat Media Spółka z ograniczoną odpowiedzialnością (formerly: Polsat Media Biuro Reklamy Spółka z ograniczoną odpowiedzialnością Sp.k.).

.....  
(Mandator's signature and stamp)

\*delete as appropriate

## Appendix No. 3(3A)

### to the Principles for Conducting Sales on Polsat Media Online / Polsat Media Digital Audio Products

#### Order template

Warsaw, dated: .....

Order No. ....

Contracting party:

**name** .....

**address** .....

.....

**INTERNET/ Digital Audio: AUDIO**

NIP: .....

KRS: .....

Client: .....

Material lengths: .....

Product: .....

Broadcast since - to: .....

	Amount	VAT	incl. VAT
Order value	.....	.....	.....
Express	.....	.....	.....
Operating Fee	.....	.....	.....
Beer tax	.....	.....	.....
<b>In total</b>	.....	.....	.....
<b>To pay</b>	.....		

in words: .....

**channels/media in package:**

.....

**Campaign:**.....

**Term:**.....

**Campaign description:**

.....

**Total value of the order:** .....

1. The Contractor: Polsat Media Spółka z ograniczoną odpowiedzialnością (formerly: Polsat Media Biuro Reklamy Spółka z ograniczoną odpowiedzialnością Sp.k.) with registered seat in Warsaw, Ostrobramska Str. 77, registered in the District Court of the capital city of Warsaw XIV Commercial Department of the National Court Register under the National Court Register No. KRS 0001009872, NIP 113-21-73-100.
2. The Contracting party agrees to pay the amount due to the bank account of Contractor maintained at mBank no. PL 18 1140 1010 0000 5244 2000 1001 by transfer, within 7 working days before the first broadcast, and immediately send a copy of the transfer to the Contractor. Failure to keep to the payment deadline stated above or the failure to meet other requirements specified in the Principles within 4 working days of commencing the broadcasting period shall be construed as cancellation of the Order.
3. The Contracting party declares that the Ads delivered for broadcasting on the Polsat Media Online / Polsat Media Digital Audio Products, to which the Order relates do not carry any legal defects and that their broadcasting is lawful and does not infringe any rights or property of any third parties; and in particular that as the producer of the Ads he has acquired and holds all copyrights and related rights to works and artistic performances contained/recorded in the Ads. Moreover, the Client guarantees that neither the Contractor nor the Administrator of Products: Polsat Media Online/Polsat Media Digital Audio shall be obliged to pay any fees/royalties in connection with broadcasting the Ads. The Client agrees to meet any claims directed to the Contractor or the Administrator of Products: Polsat Media Online/Polsat Media Digital Audio in connection with infringing the aforementioned rights (in particular, reimbursing royalties and/or claims), including any costs incurred in connection with such infringement.
4. The Contracting party represents and warrants that it shall be solely responsible for the content of the broadcasted Ads and that it holds all the certificates and permits necessary to introduce the advertised products to trading in Poland.
5. The Contractor shall have the right to cease broadcasting an Ad in respect of which the Advertising Council Association so demands in writing based on an opinion issued by the Advertising Ethics Commission operating as part of the Advertising Council Association. In such situation, the relevant provisions of the Principles related to cancellation of the Order shall apply.
6. In matters not regulated herein, the Principles binding in the broadcasting period covered by the Order shall apply. The Contracting party declares that it has received the Principles and acquainted itself with their content, and hereby agrees to incorporate the Principles in the Order.
7. In case of discrepancies between Principles and the Order for given campaign provisions contained in the Order shall prevail.
8. The Contracting party and Contractor agree that Order signed by the contracting party sent by fax or in pdf format sent as an attachment to e-mail are binding.

Deadline for signing up to: .....

\_\_\_\_\_  
date and signature of the salesman

\_\_\_\_\_  
date, signature and stamp of the Contracting party

## Appendix No. 4

### to the Principles for Conducting Sales on Polsat Media Online / Polsat Media Digital Audio Products

#### Certificate of Copyrights

Name of the Ad .....  
 Title of the Ad .....  
 Version, Number .....  
 Duration of the Ad .....

**Information regarding the musical works used in the Ad:**

No.	Title	Composer	Lyrics Writer	Polish Version Lyrics Writer	Singer	Length
1						
2						
3						

Producer .....  
 Director .....  
 Scriptwriter .....  
 Operator .....

Date of copyrights validity .....

**Statement:**

We hereby declare that we are the holders of the proprietary rights to the movie not encumbered with any third party rights and that we shall be held fully responsible in case the broadcast infringes any copyrights of any third party and in case the transmission of the movie violates personal interests of any third party.

I hereby declare that the above mentioned persons include all individuals who – with regard to the specified works – have the rights to remunerations according to the Act on Copyright and Related Rights paid through the competent organizations for collective managements of copyright, including the right to the remuneration according to Art. 70 and Art. 18 of the Act. I hereby declare that in except for the persons indicated in the certificate no other person has any rights to the remunerations according to the Copyright and Related rights Act paid through the organizations for collective management of copyright, including the right to the remuneration according to Art. 70 and Art. 18 of the Act with regard to this ad, the works included in it as well as with its exploitation.

In case in spite of this declaration the author’s economic copyrights of the persons being their holders of such rights are infringed (e.g. because the data included in the certificate of copyrights are wrong or incomplete), I hereby declare that we undertake to cover all costs of the defence carried out by the Broadcaster as well as to satisfy any related claims against the Broadcaster.

I hereby declare that I accept the obligation to compensate, at Broadcaster’s request, all losses suffered by it as the result of the above mentioned infringement of the author’s economic copyrights.

The term Broadcaster shall be understood hereafter as the entity which creates or compiles the television programme and publicise it or gives it to other entities for publication in its entirety and without any changes.

.....  
 (date, signature and stamp of the Contracting party)

**Note:**  
 All fields of the copyright certificate should be filled. In case no information is to be inserted in the field, please write „N/A”.

**Appendix No. 5**

**to the Principles for Conducting Sales on  
Polsat Media Online / Polsat Media Digital Audio Products**

**Template of Advertiser's statement on the compliance of the Advertising with the Dietary Criteria**

---

....., day .....

**Polsat Media Spółka z ograniczoną  
odpowiedzialnością (formerly: Polsat Media  
Biuro Reklamy Spółka z ograniczoną  
odpowiedzialnością Sp.k.)**  
Ostrobramska 77  
04-175 Warszawa

**Advertiser statement about Ads compliance with Nutrition Criteria**

Acting on behalf ..... (name and Taxpayer Identification) with registered seat  
in ....., ....., hereby, we hereby represent that all of our food products or beverages which  
are shown on Ads:

Name of Ad .....

Title of Ad .....

Version, number .....

are in accordance with document „Self-Regulatory for Nutrition Criteria of advertising for children  
under 12 years of age” from December 2013, prepared by the Polish Federation of Food Producers -  
The Employers' Association with registered seat in Warsaw and in compliance with Nutrition Criteria  
described in the document.

Name and Surname: .....

Name and Surname : .....

Position: .....

Position: .....

Signature: .....

Signature: .....

## Appendix No. 6

### to the Principles for Conducting Sales on Polsat Media Online / Polsat Media Digital Audio Products AdSearch.pl platform Regulations

#### REGULATIONS

**These regulations apply to all contracts and orders for the provision of Services under the Adsearch.pl System, in matters not regulated in the Regulations, the Principles for Conducting Sales on Media Online / Polsat Media Digital Audio.**

#### DEFINITIONS:

1. **Portal INTERIA.PL** - an organized IT and information platform made available on the Internet, created and made available by INTERIA.PL, enabling Users to use IT mechanisms and information developed by INTERIA.PL or its partners and other Internet resources and to carry out commercial operations by Internet.
2. **User** - a natural person, legal person or an organizational unit with no legal personality, having its registered office in any place, with no territorial restrictions, which, after registration, has access to services offered by Polsat Media on the INTERIA.PL Portal, including Services.
3. **Ad** – any message aimed at promoting the sale or other forms of using goods or services, supporting specific matters or ideas, or achieving any other effect desired by the Principal.
4. **Box**- a form of an advertising message in the form of a hypertext link to the User's website displayed on websites; the content of the Boxes is related to the content of the websites on which it is displayed. A box created by the User consisting of a title, two lines of description of the displayed website address and the target website address (link) indicating the place of redirection of Internet users to the Internet or other multimedia material constituting a graphic form of Internet advertising, accepted by INTERIA.PL within the System.
5. **Service** - a package of benefits including:
  - a. Box management and an advertising service with a value including value added tax (VAT), or
  - b. an advertising service with a value including value added tax (VAT). expressed in Points, or
  - c. access to the User's account.
6. **System Adsearch.pl** - a website run as part of the INTERIA.PL portal under the name "Adsearch.pl", used to manage Boxes, available at the Internet address <http://www.adsearch.pl>.
7. **Polsat Media** - Polsat Media Spółka z ograniczoną odpowiedzialnością (formerly: Polsat Media Biuro Reklamy Spółka z ograniczoną odpowiedzialnością Sp.k.) z with its registered office in Warsaw, authorized to sell advertising in INTERIA.PL.
8. **Keywords** - words or phrases (phrases) that, when entered into the system, trigger the emission of the Box associated with the keyword (phrase).

9. **Boxing for Keywords** - displaying the Boxing, in particular in articles thematically related to the keywords entered into the system. The box is displayed after the Internet User hovers over the key word underlined in the text or in dedicated emission places, near the text of the article in the form of text boxes containing text, graphic or multimedia content.
10. **Points**- units of account for the right to the Service, purchased by the User via bank transfer according to the parity 1 point = 1 PLN.
11. **Top-up** - purchase of the right to the Service under the contract for the provision of the Service, made in PLN, converted into Points increasing the User's Account.
12. **Account, User Account** - an account defined by a unique identifier (login) and password used to manage the Boxes, with a specific point status. The User Account Status is the number of Points accumulated on the User Account.
13. **Regulations**- these regulations
14. **Contract**- an agreement concluded with the User for the provision of the Service.

## §1

### CONCLUSION AND PERFORMANCE OF THE CONTRACT

1. The moment of concluding the Agreement is the moment when Polsat Media registers the User in the System after receiving the order form with acceptance of the Regulations.
2. The moment of purchasing the Service is the moment of converting into Points the zlotys paid for the Service, credited to Polsat Media's account.
3. By each Account Top-up, the User acquires the right to manage the Boxes in the amount defined by the number of Points.
4. The Points set out in section 4 at the User's disposal shall not be returned in the event of termination or withdrawal from the Agreement.
5. At the moment of clicking on the Box, the status of the User Account is reduced by the number of Points specified during the auction of the Keyword with which the Box was activated.

## §2

### CONDITIONS FOR USE OF SERVICE

User could be:

- a. a natural person, also with limited legal capacity, subject to the consent of the statutory representative or probation officer, made available at any time at the request of Polsat Media,
- b. a legal person or an organizational unit with no legal personality, which operates through statutory bodies or an authorized proxy as part of registration and when purchasing Points.

## §3

### ACCEPTANCE OF BOXES

1. Polsat Media reserves the right to accept the Boxes intended for display.
2. Polsat Media and INTERIA.PL have the right to reject Boxes that:

- a. are inconsistent with good practice or the law in force in Poland (sale of prohibited goods, drugs, drugs),
  - b. which exposition or the fact of being displayed may compromise the good name of INTERIA.PL or Polsat Media,
  - d. are contrary to the interests of INTERIA.PL or Polsat Media,
  - e. mislead other users, in particular by promoting websites with content other than that suggested in the Box,
  - f. do not meet the technical requirements set out in the Regulations,
  - g. are contrary to the ethical codes of internet advertising
  - h. contain phrases commonly considered vulgar,
  - i. are inconsistent with the grammatical and spelling rules of the Polish language, i.e. are a set of keywords, their content does not constitute a coherent whole,
  - j. contain URL, e-mail address, home or registered office address, special characters or symbols in the title or description.
- 3.** Polsat Media has the right to stop broadcasting Box, which:
- a. does not reach the minimum CTR (click-through rate) set by INTERIA.PL or Polsat Media,
  - b. violates any of the principles described in paragraph 2.

#### **§4**

#### **CANCELLATION, TERMINATION OF THE CONTRACT**

- 1.** The User has the right to terminate the Agreement with one month's notice:
  - a. at any moment,
  - b. by submitting a declaration of will to exercise the right to terminate the Agreement with a 14 (fourteen) day notice period within 14 (fourteen) days from the date of presenting the new content of the Regulations or its amendment, if the provisions of the new Regulations or its amendment are not accepted.
- 2.** Polsat Media reserves the right to:
  - a. termination with immediate effect from the Agreement towards the User and cessation of the Service provision,
  - b. withdraw from the Agreement by blocking the User Account and crediting the User Account Status towards the repair of the damage, in particular for the reasons specified in paragraph 11 paragraph 1 of the Regulations, subject to paragraph 11 paragraph 2 of the Regulations.
- 3.** In the case referred to in paragraph 1 lit. b) The User has the right to return the points accumulated on the Account and convert (according to the parity each 1 point = 1 PLN) into PLN. The reimbursement will be made no later than 14 days from the date of termination of the Agreement to the bank account indicated by him, less the costs of providing the Service actually incurred by Polsat Media . Section 4



below and section 1 section 6 shall apply mutatis mutandis, subject to section 5 below.

4. In order to obtain a refund in connection with the termination of the contract by the User, the User is obliged to send a letter by registered mail according to the template provided by Polsat Media , correctly completed, with the bank account number.
5. Polsat Media reserves the right to unilaterally waive any claims against the User for payment of a handling fee or costs actually incurred in whole or in part.
6. In cases not specified in the Regulations, the User shall not be entitled to terminate the Agreement and convert Points into PLN and return them.
7. Polsat Media charges the User's Account first by collecting Points obtained via bank transfers.

## **§5 REGISTRATION**

1. User registration in the System shall be deemed to be the moment of setting up an Account by Polsat Media after receiving the order form for access to the User Account, containing the data specified in section 2 or section 3, respectively.
2. Registration of a legal person, a natural person conducting business activity or an organizational unit without legal personality is made after providing:
  - a. name (company) and type of entity,
  - b. name and surname of the person authorized to contact Polsat Media ,
  - c. registered office address,
  - d. e-mail address,
  - e. contact telephone number,
  - f. User name as part of the System (Login),
  - g. tax identification number.
3. On the basis of the data specified in section 2 or section 3, respectively, Polsat Media will open an Account in the System. The system will automatically generate a one-time password, which the User is obliged to change when logging in to the System for the first time.
4. The user bears full responsibility for the hardware, system and software as well as the related fees, necessary to connect and use the Internet.
5. By completing the form, the User declares that:
  - a. the data provided therein are complete and consistent with the facts,
  - b. he has read the Regulations and the Regulations for the provision of services and undertakes to comply with them.

## **§6 AUCTION**

1. The subject of the auction is the right to broadcast the Box and the acquisition of advertisements or clicks on an advertisement on INTERIA.PL thematic websites where Boxes are displayed.
2. The bidding for each ad box is separate.
3. The units of account used during the auction are Points.
4. 4.The ad emission is determined by the result of the algorithm based on the ad quality score and the rate declared by the user for displaying or clicking on the ad. The unit on the basis of which the auction is performed is the result of the algorithm.
5. The auction is carried out on a continuous basis, however Polsat Media reserves the right to terminate the auction at any time without giving reasons for a period of up to 24 hours. In the event of an interruption of the auction, the issue of the Boxes shall be carried out on the recently agreed terms.
6. The User may at any time cancel or change the submitted Points offer.
7. Polsat Media reserves the right to display a limited number of Boxes on the website.

## **§7**

### **PROOF OF PURCHASE, PRICES**

1. The price of the Service is gross (includes tax on goods and services).
2. As soon as the status of "0" (the number "zero") of Points in the User Account appears, Polsat Media reserves the right to terminate advertising services under the previously purchased Service (subject to the Agreement being in force). In this case, the Service will be provided after the Account Top-up.
3. Polsat Media issues proofs of purchase of the Service on general terms, in accordance with applicable law.
4. Polsat Media reserves the right to define the minimum number of Points for clicking on the Box.

## **§8**

### **LIABILITY**

1. Polsat Media is not responsible for delays in the performance of the Service, independent of it, including those attributable to telecommunications operators, nor is it responsible for:
  - a. damages resulting from interference by third parties, malfunction of external factors and other systems (e.g. telecommunications networks) independent of Polsat Media ,
  - b. damages resulting from force majeure,
  - c. making the password and data available to authorized persons, pursuant to the relevant provisions of law,
  - d. damage resulting from access to the User's account by unauthorized persons, which are a consequence of circumstances beyond the control of Polsat Media .
  - e. damages resulting from the User's failure to comply with the provisions of these Regulations,
  - f. recreating the password enabling the identification of the User in the System, if the User loses it as a result of circumstances beyond

the control of Polsat Media .

2. The User is solely responsible for the content of the Box.

## **§9**

### **BLOCKING THE USER ACCOUNT**

1. Polsat Media reserves the right to block a User Account who grossly or persistently:
  - a. violates applicable law, in particular regarding the rules of product advertising, competition rules and public presentation of pornographic content,
  - b. actions are allowed that may hinder or destabilize the operation of the System,
  - c. violates the legally protected interests of third parties, in particular their copyrights and personal rights,
  - d. violates good manners,
  - e. violates the provisions of the Regulations.
2. If the User Account has been blocked as a result of an error made due to a gross error on the part of Polsat Media , Polsat Media will make every effort to correct the error and compensate the losses incurred by the User, but only up to the amount of Points accumulated on the User Account at the time of the occurrence of damages.
3. Polsat Media may refuse the User to re-register in the event of the User's Account being blocked previously pursuant to section 1 of this section.
4. Upon blocking the Account pursuant to section 1, the User loses Points accumulated on the Account, subject to the provisions of section 2.
5. Polsat Media shall not be liable for accidental deletion of the bidding or suspension or closure as a result of a technical defect in the User's Account. In this case, the User's account is restarted without any additional fees.

## **§10**

### **COMPLAINT PROCEDURE**

1. The User's complaint regarding non-performance or improper performance of the Services should be sent in writing to Polsat Media ul. Ostrobramska 77, 04-175 Warsaw, with the annotation "COMPLAINT" and specify:
  - a. User's data enabling contact with him and identification as an Adsearch.pl User,
  - b. the type of service the complaint relates to,
  - c. circumstances justifying the User's complaint,
  - d. possible method of removal of the alleged infringement requested by the User,
  - e. the name of the Account concerned.

2. Polsat Media shall be obliged to provide a written response to the complaint within 7 days from the date of its receipt, indicating whether it accepts the complaint and how it intends to settle it or informing about the lack of grounds for accepting the complaint together with the justification of its position. If it is necessary to clarify additional circumstances related to the services provided by entities for which Polsat Media is not responsible, Polsat Media shall send information within 7 days about the need to clarify these circumstances