

# GENERAL RULES FOR PUBLISHING ADVERTISEMENTS IN GAZETA.PL



## General rules for publishing advertisements in Gazeta.pl

### I. DECLARATION OF THE PUBLISHER

Agora S.A. – the owner of the Gazeta.pl web portal and websites being a part of the Gazeta.pl Group. Our customers are provided with top quality services, reliability, professional assistance and expert advice. We have been extending the scope of our services and improving their standard for many years to meet the needs of our clients. Similarly to an order or to an agreement, these General Rules are essential to shape our mutual relations. The legal formalism hereof has been limited to minimum in order to underline that the essence of our relations consists first and foremost in the top quality of services we provide to you. We would like to assure you that your satisfaction, expectations and needs are of paramount importance for us. All arrangements and rules pertaining to services consisting in placing advertisements shall be interpreted in accordance with the above declaration.

### II. DEFINITIONS

The below expressions used in the General Rules shall have the following meaning:

**General Rules** – these “General Rules for placing advertisements in the Gazeta.pl web portal”;

**Agora Spółka Akcyjna** headquartered in Warsaw at the following address ul. Czerska 8/10, owner of the Gazeta.pl web portal and websites being a part the Gazeta.pl Group, registered by the Regional Court for the capital city of Warsaw, 13th Economic Division of the National Court Register, in the Register of Entrepreneurs under No. 59944, holder of tax identification number (NIP) 526-030-56-44, with the fully paid-in share capital of PLN46 580 831;

**Advertiser** – a natural person, a legal person or an organizational unit with no legal personality ordering an Advertisement to be published; under these General Rules the expression “Advertiser” shall not include a consumer, i.e. a natural person performing a legal action that is not directly connected with his/her business or professional activity – these General Rules shall not apply to consumers;

**Advertisement** – a web advertisement measure intended to be published in the Web Portal and described in detail in the “Technical Specification of Advertisements in the Gazeta.pl Web Portal” that is available on Web Portal pages as well as other measures having the form agreed between Agora and the Advertiser;

**Web Portal** – the Gazeta.pl web portal run by Agora, currently available at the following URL address: [www.gazeta.pl](http://www.gazeta.pl) and at any address that supplements or extends the said address, and at any other address that may replace the said address, as well as other websites owned by Agora and other applications from the

Gazeta.pl Group; these General Rules shall not apply to advertisements published on websites and in applications from the Wyborcza.pl Group;

**GDPR**- Regulation of the European Parliament and of the Council 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.

### III. EXECUTION CONDITIONS

#### § 1.

1. Your advertisement shall be published under an order you have placed. The service shall be performed according to the General Rules and according to applicable legal regulations. The order shall specify how many times your Advertisement shall be published, the duration of the campaign, the location, and additional conditions if any.

2. An order placed by the Advertiser to publish the Advertisements under the conditions agreed with Agora shall mean entering into an agreement regarding its execution by Agora; irrespective of the foregoing you shall be entitled to fully or partially cancel the publication under the following conditions:

a) cancellation of the order shall not result in any financial consequences if the order is cancelled at least 14 business days before the agreed date of publication of the Advertisement,

b) if cancellation of the order is submitted to Agora after the deadline referred to in section 2a of this article, but no later than 4 days before the agreed date of publication of the Advertisement, Agora shall be entitled to charge you with a fee of 25% of the order value,

c) if cancellation of the order is submitted to Agora later than 4 days before the agreed date of publication of the Advertisement but before the start of execution of the order, Agora shall be entitled to charge you with a fee of 50% of the order value,

d) if cancellation of the order is submitted to Agora after the start of execution of the order, Agora shall be entitled to charge you with a fee of 80% of the order value, however if cancellation of the order is submitted to Agora after execution of 80% of the service, Agora shall be entitled to charge you with a full agreed remuneration.

Full or partial cancellation of the order must be submitted in writing or by e-mail within the deadlines referred to above under pain of invalidity. Should the Advertiser fail to submit a notice regarding cancellation of the Advertisement, the Advertiser shall be obligated to pay full remuneration agreed to Agora.

3. Execution of an order:

a) during the campaign and throughout 60 days after its termination we shall be providing you with an access to a www page containing statistics regarding the number of publications completed and the number of clicks on your Advertisement (if your Advertisement is clickable),

b) if, due to objective reasons, the campaign has not been fully performed within the timeframe agreed, the timeframe shall be extended accordingly or you shall become entitled to use the remaining number of publications in your next order.

4. Should you decide to make any changes to your order or to your material, please submit such changes in writing (by e-mail or by fax) and specify in what such changes shall consist. We shall implement your changes as soon as possible but not later than within 48 hours on business days. Should it prove impossible, we shall notify you thereof without delay and shall inform you about the final deadline for our answer.

## § 2.

The order must be submitted to Agora not later than 3 business days before the planned day of the first publication of the Advertisement.

## § 3.

1. You should submit the publication-ready advertising materials to Agora not later than 2 days before the planned date of the first publication of the Advertisement.

2. The materials necessary for preparation of the Advertisement by Agora should be submitted to Agora at least 5 days before the planned date of the first publication of the Advertisement.

## § 4.

Technical parameters of the publication-ready material are specified in Appendix No. 1 to these General Rules – “Technical Specification of Advertisements in the Gazeta.pl Web Portal”.

## § 5.

1. Failure to meet the deadline for submission of the order as well as any other formal breaches of the order shall release Agora from the obligation to execute the order and from potential liability that might arise in connection therewith.

2. Failure to submit publication-ready advertising materials within the deadline referred to in item III § 3 shall be interpreted as cancellation of the order triggering the consequences specified in item III § 1 section 2. If, due to the circumstances described in the above sections of this article (untimely submission of advertising materials), the date of launching the campaign is postponed with the consent of Agora, Agora shall not be liable for damages arising from failure to execute the order and shall not be obligated to return the money paid for that part of the

order which has not been executed.

#### IV. PAYMENTS

The publication of the Advertisement may be paid for:

- a) after the publication, based on an invoice issued to you and payable in arrears within 14 days as from the day on which the invoice is issued,
- b) within any other deadline agreed upon with Agora.

#### V. GENERAL PROVISIONS

##### § 1.

1. Agora shall not be responsible for the content of Advertisements you place.
2. The Advertiser shall ensure that the Advertiser is entitled to use any and all information, data, trade marks and any other legally protected elements the Advertiser uses in its Advertisements. By placing an order you declare that you have met the above obligation and that the Advertisement ordered does not violate the rules of law (including, but not limited to, does not violate prohibition to advertise e.g. games of chance, alcoholic drinks, tobacco products, does not constitute an act of unfair competition or unfair market practice) or is not contrary to accepted principles of morality, and that placing the order does not breach the regulations concerning public tenders.
3. You shall be obligated to remedy all damage caused to Agora in connection with the content or the form of your Advertisement (including the costs of trials or other legal proceedings as well as other reasonable expenses incurred in connection with third-party claims).
4. Your decision on having your Advertisement placed on the Web Portal pages means that you allow Agora to provide a research agency with the data on the ordered advertising campaign for statistical purposes connected with research of the size of the market for online advertising and you allow the research agency to use such data for the purposes referred to above, and that you declare that you are duly authorized to allow for the actions referred to in this section. The provisions of this section shall not apply to data regarding the amount of remuneration you are obligated to pay.

##### § 2.

1. Without incurring any liability whatsoever connected with the foregoing, Agora shall be entitled:
  - a) to refuse to publish the Advertisement or to withhold publication of the

Advertisement, or to demand to make changes to it if:

- the content or the form of the Advertisement are contrary to the rules of law, accepted principles of morality, policy of the Web Portal or nature of the publication, or other standards binding upon Agora, or

- a third party, a competent authority or institution established to ensure the rules of law or other standards are followed have raised objections with respect to your Advertisement,

b) to refuse to publish the Advertisement or to withhold publication of the Advertisement if we do not receive or receive with delay payments for publishing previous Advertisements.

2. Phone calls regarding placement or execution of orders are recorded.

§ 3.

1. Subject to section 2 below, the Advertiser, the entities acting for the Advertiser or the entities for which the Advertiser is acting are not allowed to use any systems, scripts or codes gathering information on Web Portal users, their behaviors with respect to the Advertisements or with respect to the content published on Web Portal pages, as well as information concerning websites visited by the users (including in particular information on the content of websites or information facilitating their classification). In particular, no scripts tracking users' interactions are allowed. Furthermore, the Advertisements may not contain any solutions allowing to modify or real cookie files. It is also forbidden to use the information referred to in preceding sentences in a way and for purposes going beyond the needs resulting from execution of the order pertaining to a given advertising campaign within the scope of which the information has been gathered.

2. The Advertiser may ask for Agora's approval to use the scripts and codes referred to in section 1 of this article during the Advertiser's advertising campaign. The Advertiser shall ensure that the data acquired in connection with performance of the advertising campaign on Web Portal pages shall be used only within the scope of the approval granted and that such data shall not be used for any purposes other than those for which such data was acquired, in particular for illegal purposes.

3. Irrespective of the Agora's approval referred to in section 2 of this article, the Advertiser, acting as the controller of acquired personal data independent from Agora, shall, within its own capacity, ensure that acquisition of information referred to in section 1 of this article and the use of such information complies with applicable law. Within its own capacity and at its own risk, the Advertiser shall ensure that acquisition of information and the use of such information complies with regulations regarding personal data protection, namely GDPR, and with regulations

pertaining to protection of privacy. The Advertiser may ask Agora if Agora has at its disposal any solutions that might help the Advertiser in fulfillment of some of the obligation required under rules of law. If Agora has such solutions at its disposal, Agora and the Advertiser may agree upon the rules of use of such solutions for the benefit of the Advertiser.

4. Any breach of restrictions and obligations referred to in this article shall be interpreted as an Advertiser's material breach of the agreement (including the agreement concluded under the order) binding upon Agora and the Advertiser and shall entitle Agora to request of the Advertiser to pay a contractual penalty of PLN 50,000 (fifty thousand zlotys) for each event of breach. The contractual payment shall be paid within 14 days as from the day on which the Advertiser received a due request from Agora. Irrespective of the contractual penalty, Agora may pursue damages exceeding the contractual penalty referred to above.

§ 4.

By entering into an agreement (including by placing and accepting the order), the Advertiser shall allow Agora to use, free of charge, advertising materials covered by the agreement (including trade marks and name) for archiving purposes and for promotion of Agora's websites or Agora's advertising services, including in particular to copy such advertising materials with any reprographic or digital technique, to commercialize them, to publicly perform them, display them, broadcast them, and to make them publicly available for anyone at any place and at any time they see fit.

## VI. COMPLAINTS

1. Should you have any objections concerning the quality of execution of the order, please do not hesitate to contact our sales representative (by e-mail, phone or fax) who accepted your order. Your complaint shall be handled and you shall receive our answer regarding the matter within 24 hours on business days. Should it prove impossible, we shall notify you thereof without delay and shall inform you about the final deadline for our answer.

2. Your complaint should be filed on the first day of contested publication, which shall allow us to include any modification in subsequent publications of the Advertisement.

3. The complaints regarding the number of advertising forms published and the way of their publication ought to be filed within 7 days as from the date of the scheduled termination of the publication of a given campaign or a part thereof specified in the order. After the lapse of the said deadline we shall not handle your complaints and we shall state that the campaign, within a specific scope, has been successfully completed and has met the conditions included in the order or in the

agreement concluded.

4. An indemnity for any damage caused by Agora shall not exceed the value of the remuneration due for publication of the advertising campaign as per the order.

## VII. Personal data processing rules

1. The information below pertains to personal data processing according to offering and execution of advertising services, including personal data disclosed by the Advertiser in connection with placing the order to publish the Advertisement in the Web Portal, including on websites and in applications of the Gazeta.pl Group.

2. The personal data controller shall be Agora S.A. headquartered in Warsaw at the following address: ul. Czerska 8/10 (00-732) (hereinafter referred to in this article as "Controller"), e-mail: [biuroreklamy@agora.pl](mailto:biuroreklamy@agora.pl).

3. The Controller has appointed the personal data officer who can be contacted in all matters concerning personal data at the following e-mail address: [iod@agora.pl](mailto:iod@agora.pl) or at the address of the headquarters of the Controller.

4. Personal data shall be processed in order to:

a) execute and settle payments for the order (i.e. under article 6 section 1 letter b) of GDPR) – for this purpose personal data shall be processed until the order has been fully executed and paid for;

b) perform legal obligations which are connected with the order and for performance of which the Controller is responsible, i.e. obligations arising most importantly from the legal regulations, including accountancy and tax regulations (i.e. under article 6 section 1 letter c) of GDPR) – for this purpose personal data shall be processed for as long as the said obligations expire;

c) perform legally justified interests of the Controller consisting in personal data processing (i.e. under article 6 section 1 letter f) of GDPR):

– for marketing, analytical and statistical purposes – for these purposes personal data shall be processed for as long as a justified objection or a justified request to delete data is filed,

– in order to establish or pursue any potential claims or defense against such claims – for that purpose data shall be processed for as long as a justified objection or a justified request to delete data is filed,

d) contact with respect to our offers – only if an approval to such contact via an e-mail or telephone number provided has been granted (i.e. under article 6 section 1 letter a) of GDPR). The said approval may be at any time withdrawn (this shall not however affect compliance of data processing before the approval is withdrawn). For the purpose referred to in this item d) we shall process data you



have provided for as long as the approval is withdrawn or a justified request to delete data is made.

The period of data processing may be extended only in case and only within the scope required by legal regulations.

5. Everybody shall be entitled to object against personal data processing:

- in case of personal data processing for direct marketing purposes (including profiling for the said type of marketing);

- due to the reasons connected with a special situation if data is processed for the purpose specified in section 4 c) above (i.e. under article 6 section 1 letter f) of GDPR).

6. Additionally, the Advertiser shall be entitled to gain access to data content and to demand to correct it, delete it, restrict its scope of processing, obtain its copy from the Controller (according to contact data specified in section 2 of this article), and shall have the right of personal data transmission. Furthermore, the Advertiser shall be entitled to file a complaint with a body responsible for supervision of personal data regulations, i.e. with the President of the Personal Data Protection Office.

7. Data disclosed may be transferred to the companies from the Agora Capital Group and to entities providing services to the Controller. Personal data of the Advertiser may also be transferred to competent bodies within the scope required by applicable rules of law.

8. Although disclosure of personal data is voluntary, in some cases it may prove necessary for due performance of the Agreement.

9. In connection with IT solutions we use, personal data may be transferred to be processed by a processor located in India. That country has not been covered by decisions of the European Commission regarding ensuring an appropriate level of personal data security. For that reason, according to article 13 section 1 letter f) in connection with article 46 of GDPR and the Decision of the European Commission No. 2001/497/EC on implementation of alternative set of standard contractual clauses for the transfer of personal data to third countries, we and the processor have concluded an agreement whose text conforms to Set I of standard contractual clauses regarding the transfer of personal data from the Community to third countries.

10. To learn more about the rules of transfer and protection of personal data, refer to our Transparency Policy available at the following page <https://www.agora.pl/en/transparency-policy>

11. Agora and the Advertiser shall be obligated to transfer the information known to the transferring Party and referred to in article 14 of GDPR to their representatives and to persons they employ (irrespective of a legal basis of employment) whose personal data shall be disclosed to the other Party of the order, as the data controller, in

connection with placement and execution of the order.

#### VIII. FINAL PROVISIONS

1. These General Rules shall apply to concluding agreements with consumers, i.e. natural persons performing a legal action that is not directly connected with their business or professional activity. Persons being consumers are asked to contact the Sales Department of the Gazeta.pl Web Portal in order to enter into an individual agreement for advertising services.
2. These General Rules and all appendices thereto shall be valid as from 11 September 2019.
3. Appendix No. 1 "Technical Specification of advertising products of the Gazeta.pl web portal" is available at the following address:  
<http://reklama.gazeta.pl/specyfikacja>