

General Principles for Placement of Advertisements in the Performance Model in Gazeta.pl Group

I. INTRODUCTION

1. REPRESENTATION

Gazeta.pl sp. z o.o. is the owner of the Internet portal Gazeta.pl and websites comprising the Gazeta.pl Group. We provide our customers with the highest quality of services, reliability, professional assistance and expert guidance. For many years we have been consistently extending the scope of our services and improving their standard to meet our customers' expectations. These General Principles, like an order or an agreement, are essential elements that shape our mutual relations. Their legal formality has been kept to a minimum in order to emphasise that the essence of our relationship is, above all, the highest quality of services provided to the Advertiser. We assure you that our primary concern is the satisfaction, expectations and needs of the Advertiser. All provisions and rules concerning the Advertiser's advertisement placement services will be interpreted in accordance with the above declaration.

2. EXCLUSION OF APPLICATION OF THE GENERAL PRINCIPLES

These General Principles do not apply to the conclusion of agreements with consumers, i.e. natural persons performing acts in law not directly related to their economic or professional activity. Such persons are requested to contact the Sales Department of the Gazeta.pl Portal at biuroreklamy@grupagazeta.pl in order to conclude an individual agreement for the provision of advertising services.

II. TERMS

Terms used in the General Principles shall be understood as follows:

General Principles - these "General Principles for Placement of Advertisements in the Performance Model in Gazeta.pl Group" together with the appendix, which constitutes their integral part;

Gazeta.pl – Gazeta.pl sp. z o.o. with its registered seat in Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under the KRS number: 0001052932, NIP 5214032201, share capital PLN 2 000 000;

Advertiser - a natural person, legal person or organisational unit without legal personality, ordering the provision of an advertising service; an Advertiser within the meaning of these General Principles is not a consumer, i.e. a natural person making a legal transaction not directly related to their economic or professional activity - these General Principles do not apply to consumers;

Campaign - an advertising campaign that involves the provision of advertising services on an advertising space and the redirecting of traffic (clicks) with specified key performance indicators to a Target Site by means of performance tools; the settlement takes place in the CPC or CPS or CPA performance model, depending on the type of Performance Campaign;

CPC means settlement dependent on the number of clicks by users on the Performance Tool;

CPS means settlement dependent on the sales generated by Gazeta.pl;

CPA means settlement dependent on the action generated by Gazeta.pl such as: purchase, filling out a contact form, downloading an e-book, downloading an application, making a reservation, etc.;

Advertising Service - a service consisting of placing Advertising Materials on the advertising space within the framework of the Campaign with the use of Performance Tools; the Service specified in these General Principles is available exclusively to entrepreneurs, i.e. legal persons and natural persons conducting business activity - in direct relation to such activity;

Performance Tools - a set of advertising formats and activities on Gazeta.pl's advertising space, as well as on advertising spaces made available to Gazeta.pl by third parties;

Advertising Materials - all graphic materials, text materials, web addresses and XML files provided by the Advertiser for the purpose of developing Gazeta.pl's Performance Tools used to implement the ordered Campaign;

Target Site - a website indicated in the order, to which advertising services are directly redirected;

User - a recipient of the Campaign's message (including consumers);

Products - the products or services offered on the Target Site by the Advertiser or its customer, which are the subject of the Campaign;

Order - document describing detailed terms and conditions of provision by Gazeta.pl of advertising services described in these General Principles to an Advertiser or an Advertiser's customer;

Portal - the Gazeta.pl website, operated by Gazeta.pl, available at its current URL address: www.gazeta.pl and at the address supplementing or succeeding it, as well as any that may replace it, and other Gazeta.pl-owned websites and applications from the Gazeta.pl Group; these General Principles do not apply to the placement of advertisements on websites and applications from the Wyborcza.pl Group or to the provision of websites for programmatic advertising;

RODO - Regulation No 679/2016 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/4/EC.

Specification - the technical specification of advertising materials for performance tools available at <https://reklama.gazeta.pl/specyfikacja/produkty/narzedzia-cpc>

III. TERMS AND CONDITIONS OF IMPLEMENTATION

§ 1.

1. Gazeta.pl conducts a performance campaign on the basis of an Order placed by an Advertiser. The service is provided on the basis of the General Principles and the applicable provisions of law. The Order specifies, in particular, the duration of the Campaign, the budget for the Campaign and the agreed performance model.

2. Submission by the Advertiser of an Order for implementation of the Campaign in accordance with the terms and conditions agreed with Gazeta.pl is tantamount to concluding an agreement for its implementation by Gazeta.pl, with the proviso that the publication may be cancelled by the Advertiser in whole or in part under the following conditions:

a) the receipt of a cancellation of an Order shall have no financial consequences for the Advertiser if it occurs no later than 5 business days before the agreed start date of the Campaign in question,

b) if the cancellation of the Order is received by Gazeta.pl later than 5 working days before the agreed date of commencement of the Campaign, but before the commencement of the implementation of the Order, Gazeta.pl shall be entitled to charge the Advertiser with remuneration corresponding to 50% of the value of the budget specified in the Order, and if the budget was not specified – with remuneration corresponding to 50% of the value of the Order,

c) if the cancellation of the Order is received by Gazeta.pl after the commencement of the implementation of the Order, Gazeta.pl shall be entitled to charge the Advertiser with the remuneration amounting to 80% of the value of the budget specified in the Order, and if the budget was not specified - with the remuneration amounting to 80% of the value of the Order, with the proviso that if the cancellation is received by Gazeta.pl after the implementation of 80% of the Service, Gazeta.pl shall be entitled to charge the Advertiser with the remuneration in the full amount, i.e. corresponding to 100% of the value of the budget, and if the budget was not specified - with the remuneration in the full amount, i.e. corresponding to 100% of the value of the Order.

Cancellation of all or part of the Order must be made by e-mail within the deadlines specified above, otherwise it shall be ineffective. If the declaration of cancellation is ineffective, the Advertiser shall be obliged to pay Gazeta.pl the entire agreed remuneration, i.e. 100% of the value of the budget specified in the Order, or, if no budget was specified, 100% of the value of the Order.

3. With a view to achieving the best possible results of the Campaign, Gazeta.pl shall implement the Campaign based on the following principles:

a) prior to the commencement of the Campaign, Gazeta.pl will verify the Target Site and provide the Advertiser with recommendations, if any, for changes to be made to the Target Site in order to meet the performance objectives; implementation of the recommended changes is a requirement for the execution of the Campaign,

b) Gazeta.pl shall decide on the dates, frequency and places of providing Advertising Services and the selection of Performance Tools and Advertising Materials to be used in the implementation of the Campaign - such decisions do not require agreement with the Advertiser; Gazeta.pl is authorized to withhold Advertising Materials or withhold their publication, of which it shall inform the Advertiser,

c) Gazeta.pl does not guarantee uniform use of the budget in the Campaign period specified in the Order, nor does it guarantee uniform distribution of the number of clicks in the Campaign period - the activities undertaken may have varying intensity depending on the course of the Campaign,

d) the Campaign may include - at Gazeta.pl's discretion - all or some of the Products indicated by the Advertiser.

4. If, due to objective reasons, the Campaign has not been fully implemented within the ordered period, the duration of the Campaign shall be extended accordingly upon agreement with the Advertiser.

5. Gazeta.pl shall be authorised to outsource the provision of services as part of the Campaign to third parties, for whose actions and omissions Gazeta.pl shall be liable as for its own.

§ 2.

The Order should be provided to Gazeta.pl not later than 5 working days before the planned commencement of the Campaign in question.

§ 3.

Advertising materials necessary for Gazeta.pl to prepare Performance Tools for a given Campaign shall be provided by the Advertiser at least 5 days before the planned date of commencement of the Campaign.

§ 4.

Advertising materials required by Gazeta.pl must be prepared by the Advertiser in accordance with the technical parameters outlined in the Specification.

§ 5.

1. Failure to meet the deadline for the submission of the Order and any other formal defects in the Order shall release Gazeta.pl from the obligation to execute the Order and from any liability which may arise as a result thereof.

2. Failure to deliver Advertising Materials for emission within the deadline specified in sec. III § 3 shall be deemed a cancellation of the Order with the consequences specified in sec. III § 1 item 2. If, as a result of the circumstances described in the above paragraphs of this article (failure to deliver Advertising Materials on time) the Campaign commencement date is postponed with Gazeta.pl's consent, Gazeta.pl shall not be liable for damages resulting from failure to complete the Order or for reimbursement of amounts due for the uncompleted part of the Order.

§ 6.

1. It is the Advertiser's responsibility to ensure the proper operation of the Target Site and the presence and functioning within it of the codes supplied by Gazeta.pl in a manner enabling Gazeta.pl to implement the Campaign under the terms and conditions specified in these General Principles. The Advertiser shall ensure that the codes provided by Gazeta.pl within the framework of the technological integration process are not removed from the Target Site during the period of cooperation under the Order. If the Target Site does not operate correctly or if the tests of the functionality of the codes provided by Gazeta.pl fail, Gazeta.pl shall be entitled to terminate the Agreement concluded on the basis of the Order with immediate effect and to request the Advertiser to pay the remuneration in the amount corresponding to 100% of the value of the budget specified in the Order, and if the budget was not specified - 100% of the value of the Order.

2. The Advertiser shall ensure that all software and code updates provided by Gazeta.pl for the implementation of the Campaign are promptly implemented in accordance with the recommendations specified by Gazeta.pl.

3. The Advertiser shall enable Gazeta.pl to verify information concerning the Products available within the Target Site.

4. The Advertiser shall ensure that the content of the Target Site is consistent with the communication presented in the Advertising Materials and in other information provided to Gazeta.pl (including the Product feeds referred to in the Specification), so that there are no cases of misleading Users. The above applies in particular to the availability of the Products and their price (including the price applicable during the 30 days prior to the introduction of the price reduction in the case of information on price reduction). The Advertiser shall inform Gazeta.pl by e-mail about the planned changes on the Target Site (including the price, including the price in force during the 30 days prior to the introduction of the reduction) at least 2 working days in advance of the date of implementation of the changes so that the communication contained in the Performance Tools can be modified.

5. The Advertiser shall be entitled to submit content-related amendments to the Performance Tools used in the Campaign once (within a given Campaign) in order to optimise the performance activities. The amendments shall be submitted by e-mail within a maximum of 2 days from the commencement of the Campaign. Submission and implementation of amendments shall not cause suspension of the Campaign, subject to the proviso that the Campaign shall be suspended if, in accordance with the Advertiser's declaration, the amendments are indispensable to ensure the presentation of information to consumers which is not misleading.

6. By making Advertising Materials available to Gazeta.pl, the Advertiser authorises it to introduce modifications to the Advertising Materials to be used in the Campaign, whereas Gazeta.pl is not authorised to independently modify the price of the Product (including the price applicable 30 days before the introduction of the reduction). Making necessary technical modifications shall not require the Advertiser's approval, however, depending on the situation, Gazeta.pl has the right to require such approval from the Advertiser.

§ 7.

As Performance Tools and Advertising Materials may be placed within the article pages of the Portal, for the avoidance of doubt Gazeta.pl represents, and the Advertiser acknowledges, that the articles are not subject to Gazeta.pl's services and the Advertiser has no right to interfere with their content and form.

IV. PAYMENTS

1. The Advertiser shall pay for the ordered publication of the Campaign in the manner specified in the Order:

a) following the publication, on the basis of an issued VAT invoice - payment shall be made within 14 days of issuing the invoice, or

b) within other deadline agreed with Gazeta.pl.

2. Settlement shall take place in accordance with the Campaign's performance statistics from the adserver used by Gazeta.pl, on the basis of the performance model agreed in the Order.

V. GENERAL PROVISIONS

§ 1.

1. The Advertiser is responsible for the content of Advertising Materials.

2. It is the Advertiser's responsibility to ensure that he/she has the right to use the following in the Advertising Materials: information, data, trademarks and all other elements protected by law.

3. The Advertiser is obliged to ensure:

a) including at all times in the offer directed to the Users (its own or the Advertiser's customer's respectively), the full set of Products to which the Campaign relates, according to the offer presented on the page of the Target Site,

b) fulfilling obligations towards Users in accordance with the offer presented on the Target Site, its own or the Advertiser's customer's respectively, in accordance with current legal regulations, in particular those regarding consumer protection.

4. Submission of the Order by the Advertiser is tantamount to the Advertiser's representation that the obligations referred to in items 2 and 3 of this paragraph have been fulfilled, and the ordered Campaign and Advertising Materials are not unlawful. The Ordered Campaign and Advertising Materials are not in breach of the law (including, but not limited to, advertising bans concerning e.g. gambling, alcoholic beverages, tobacco products, pharmacies, do not constitute an act of unfair competition or unfair market practice, comply with the requirements of the Act on Informing about Prices of Goods and Services, including - in the case of informing about price reductions: the obligation to inform about the price applicable 30 days before the introduction of the reduction) or good morals, as well as that placing an order does not breach the regulations on public procurement.

5. The need to repair any damage caused to Gazeta.pl in connection with the Campaign, including the content or form of the Advertiser's Advertising Materials (including the costs of litigation or other legal proceedings and other reasonable expenses incurred in connection with third-party claims) shall be borne by the Advertiser.

6. Submission of an order for a Campaign is tantamount to the Advertiser's consent for Gazeta.pl to provide data concerning the commissioned Campaign to the research company for statistical purposes connected with researching the size of the Internet advertising market and for the research company to use such data for the purposes referred to above, and is tantamount to a representation that the Advertiser is sufficiently entitled to grant the consent referred to in this paragraph. The provisions of this paragraph shall not apply to data on the amount of remuneration due from the Advertiser.

§ 2.

1. Gazeta.pl, without incurring any liability on this account, may also:

a) refuse to place or withhold the Advertising Materials, or demand that changes be made, if:

- the content or form of the Advertising Materials is against the law, good manners, the programming policy of the Portal or the nature of the publication or other standards binding on Gazeta.pl, or

- a third party, a competent authority or an institution appointed to monitor compliance with the law or other standards has raised objections to the Advertiser's Advertising Material,

b) refuse to place or withhold the Advertising Material if Gazeta.pl has not received, or has received with delay, payment for previously executed Campaigns.

2. Telephone conversations concerning the placement or execution of Orders may be recorded.

§ 3.

1. In the event that, in connection with implementation of the Campaign, the following shall be conducted:

a) processing by Gazeta.pl of personal data whose controller is the Advertiser or the Advertiser's customer, or

b) processing by the Advertiser or the Advertiser's customer of personal data whose controller is Gazeta.pl, the principles of processing personal data shall be regulated by means of a separate agreement.

2. Subject to sections 1 and 3, it is prohibited for the Advertiser, or entities acting on its behalf or entities on whose behalf the Advertiser acts, to use any systems, scripts or codes obtaining information about the users of the Portal, their behaviour towards the Advertising Materials or towards the content disseminated on the websites of the Portal, as well as information about the websites visited by the users (including information about the content of the websites or information enabling their classification). In particular, the use of scripts that track user interaction is prohibited. Furthermore, Advertising Materials must not contain solutions that alter or read cookies. It is also prohibited to use the information referred to in the preceding sentences in a manner and for purposes beyond the needs arising from the fulfilment of the order relating to the Performance Campaign within the framework of which the information was obtained.

3. The Advertiser may request Gazeta.pl's consent to use the scripts or codes referred to in sec. 2 of this paragraph in the course of implementation of a given Campaign. The Advertiser shall ensure that the data obtained in connection with implementation of the Campaign shall be used only within the scope of the consent granted, and in particular shall not be used for purposes other than those for which they were obtained, in particular for illegal purposes.

4. Irrespective of obtaining Gazeta.pl's consent referred to in sec. 3 of this paragraph, the Advertiser, as a separate controller of collected personal data from Gazeta.pl, shall be obliged on its own to ensure that the obtaining of the information referred to in sec. 1 of this paragraph and the use thereof is conducted in accordance with the applicable law. In particular, the Advertiser shall, on his/her own responsibility and under his/her own liability, ensure that the acquisition of the information and its use complies with the personal data protection regulations, in particular with the GDPR and the privacy protection regulations. The Advertiser may request information from Gazeta.pl as to whether Gazeta.pl has solutions in place that may assist the Advertiser in fulfilling certain legally required obligations. In the event that Gazeta.pl has such solutions available, Gazeta.pl and the Advertiser may agree on the terms of use of such solutions for the Advertiser's needs.

5. A breach of the restrictions or obligations set out in this paragraph shall constitute a flagrant breach by the Advertiser of the agreement (including the agreement entered into by way of order) binding on Gazeta.pl and the Advertiser.

§ 4

By concluding the Agreement (including through placing and accepting an order), the Advertiser consents to the free use by Gazeta.pl of the Advertising Materials covered by the Order (including trademarks and names) for archival purposes, as well as for promotion of Gazeta.pl's websites or Gazeta.pl's advertising services, in particular through their printed or digital reproduction, marketing, public exhibition, display, broadcasting, as well as making them available to the public

in such a way that everyone may have access to the materials at a place and time individually chosen by them.

VI. COMPLAINTS

1. An Advertiser having reservations as to the quality of implementation of a Campaign shall immediately report the irregularities to Gazeta.pl by contacting by e-mail or telephone the person who accepted the Order for implementation. Gazeta.pl shall respond no later than within 24 hours on business days. Should it prove impossible to meet this deadline, Gazeta.pl shall inform the Advertiser without delay, while indicating the final deadline for providing a response.
2. Complaints must be reported on the date of the first disputed publication of the Advertising Material, which - in the event of acceptance of the complaint - will allow implementation and consideration of changes in subsequent publications within the framework of the Campaign.
3. Complaints concerning the manner of publication of Advertising Materials must be reported within a maximum period of 7 days from the date of the planned end of publication of the Campaign specified in the given Order. Following the expiry of this deadline, Gazeta.pl shall not accept the complaint, whilst at the same time recognising that the Campaign has been implemented correctly and in accordance with the Order submitted.
4. Compensation for damage caused by Gazeta.pl may not exceed the value of the remuneration for the publication of the Campaign in accordance with the Order.

VII. PRINCIPLES OF PERSONAL DATA PROCESSING

The following information concerns the processing of personal data in connection with offering and providing advertising services by Gazeta.pl, including personal data provided by the Advertiser in connection with submitting an Order to publish a Campaign, including on websites and applications from the Gazeta.pl Group.

1. Information about the processing of personal data

2. The controller of personal data is Gazeta.pl sp. z o.o. with its registered office in Warsaw, at Czerska 8/10, 00-732 Warsaw, Poland ("Controller").
3. You can contact the Controller by sending a message to the email address biuroreklamy@grupagazeta.pl, as well as in writing to the Controller's address.
4. The Controller has appointed a Data Protection Officer, who can be contacted at the email address iod@grupagazeta.pl or in writing at the Controller's address.
5. Personal data will be processed for the following purposes:
 - a) to perform the agreement - the legal basis for processing is the necessity of processing to perform the agreement of which the data subject is a party (Article 6(1)(b) of the GDPR);
 - b) to fulfill the legal obligation to which the Controller is subject including in particular accountancy and tax regulations - the legal basis for processing is Article 6(1)(c) of the GDPR;
 - c) to establish, assert or defend against claims - the legal basis for processing is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR); the legitimate interest of the Controller consists in asserting and protecting its rights;
 - d) to conduct direct marketing of the Controller's products and services – the legal basis for processing is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR); the legitimate interest of the Controller consists in enabling the Controller to conduct direct marketing of its own products

and services.

6. Personal data will be transferred to entities providing services necessary for the performance of the agreement on behalf of the Controller, such as IT, accounting, or legal services, as well as to entities authorized under the law.

7. The personal data of the data subject will be processed for the period necessary to perform the agreement. The processing period may be extended each time by the statute of limitations period if the processing of personal data is necessary for the assertion or defense against any claims by the Controller. After this period, personal data will be processed only to the extent and for the period required by law, in particular accounting regulations. Where the data subject objects to processing for direct marketing purposes, the personal data shall no longer be processed for such purposes.

8. The data subject has the right to access their personal data, request correction, deletion, restriction of processing, and the right to data portability.

9. The data subject has the right to object to the processing of personal data based on the legitimate interest:

a) for direct marketing purposes;

b) for purposes other than direct marketing, for reasons related to the particular situation of the data subject.

10. The data subject also has the right to lodge a complaint with the supervisory authority responsible for data protection if they believe that the processing of their personal data violates the GDPR.

11. Providing data is required by the Controller to perform the agreement, and failure to provide them will result in the inability to conclude and execute it.

12. Gazeta.pl and the Advertiser are obligated to provide their representatives and employees (regardless of the legal basis of employment) whose personal data will be disclosed to the other Party of the order as data controllers in connection with the submission and execution of the order (including contact persons), known to the Party providing the information as specified in Article 14 of the GDPR.

13. Information about the processing of personal data: representatives of the contracting parties and contact persons.

14. The controller of personal data is Gazeta.pl sp. z o.o. with its registered office in Warsaw, at Czerska 8/10, 00-732 Warsaw, Poland ("Controller").

15. You can contact the Controller by sending a message to the email address biuroreklamy@grupagazeta.pl, as well as in writing to the Controller's address.

16. The Controller has appointed a Data Protection Officer, who can be contacted at the email address iod@grupagazeta.pl or in writing at the Controller's address.

17. Personal data of individuals representing the contracting party will be processed for the following purposes:

a) to perform the agreement - the legal basis for processing is the necessity of processing to perform the agreement of which the data subject is a party (Article 6(1)(b) of the GDPR);

b) to fulfill the legal obligation to which the Controller is subject including in particular accountancy and tax regulations - the legal basis for processing is Article 6(1)(c) of the GDPR;

c) to establish, assert, or defend against claims - the legal basis for processing is the legitimate interest

of the Controller (Article 6(1)(f) of the GDPR); the legitimate interest of the Controller consists in asserting and protecting its rights;

d) to conduct direct marketing of the Controller's products and services – the legal basis for processing is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR); the legitimate interest of the Controller consists in enabling the Controller to conduct direct marketing of its own products and services.

18. Personal data of individuals designated for contact purposes will be processed for the following purposes:

a) conducting correspondence and making arrangements related to the concluded the agreement - the legal basis for processing is the legitimate interest of the Controller and the employing entity (Article 6(1)(f) of the GDPR); the legitimate interest consists in enabling efficient ongoing performance of the agreement;

b) establishing, asserting, or defending against claims - the legal basis for processing is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR); the legitimate interest consists in enabling the Controller to assert or defend against claims;

c) conducting direct marketing of the Controller's products and services – the legal basis for processing is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR); the legitimate interest consists in enabling the Controller to conduct direct marketing of its own products and services.

19. Personal data will be transferred to entities providing services necessary for the performance of the agreement on behalf of the Controller, such as IT, accounting, or legal services, as well as to entities authorized under the law.

20. Personal data will be processed for the period necessary to perform the agreement. The processing period may be extended each time by the statute of limitations period if the processing of personal data is necessary for the assertion or defense against any claims by the Controller. After this period, personal data will be processed only to the extent and for the period required by law, in particular accounting regulations. Where the data subject objects to processing for direct marketing purposes, the personal data shall no longer be processed for such purposes.

21. The data subject has the right to access their personal data, request correction, deletion, restriction of processing, and the right to data portability.

22. The data subject has the right to object to the processing of personal data based on the legitimate interest:

a) for direct marketing purposes;

b) for purposes other than direct marketing, for reasons related to the particular situation of the data subject.

23. The data subject also has the right to lodge a complaint with the supervisory authority responsible for data protection if they believe that the processing of their personal data violates the GDPR.

24. Providing data is necessary for:

a) concluding and performing the agreement (representative of the contracting party). Failure to provide data will result in the inability to execute the agreement;

b) efficient performance of the agreement by the Controller (contact person). Failure to provide data will result in difficulties in its execution.

VIII. FINAL PROVISIONS

1. These General Principles together with all appendices shall be effective as of April 1, 2024.
- 2 Appendix 1 - Technical specification of advertising materials for performance tools is available at <https://reklama.gazeta.pl/specyfikacja/produkty/narzedzia-cpc>