

Effective as of November 19th, 2018

TERMS OF SERVICE

REGULATIONS FOR THE PROVISION OF ADVERTISING SERVICES

RTB HOUSE SPÓŁKA AKCYJNA

Chapter 1. GENERAL TERMS & CONDITIONS OF THE PROVISION OF ADVERTISING SERVICES

1. These Regulations shall define the rules of the provision of advertising services offered by the joint stock RTB House Spółka Akcyjna, seated in Warsaw. These Regulation shall also define the scope of rights and obligations of the Client and of RTB House respectively.
2. By placing the Order for advertising services, as established herein, the Client acknowledges that they have become familiar with these Regulations and that they accept their contents.
3. The following terms, as used herein, shall have the following meaning:
 - 1) **Regulations** - these Regulations for the provision of advertising services by RTB House;
 - 2) **Services** - advertising services, in particular services in RTB (real time bidding) technology, provided by RTB House, and including:
 - a) RTB Personalized Retargeting - the service consisting in making use of the data gathered from Internet service users in order to display advertising messages tuned to their individual preferences;
 - b) Other advertising services, in particular advertising services in RTB (real time bidding) technology, included in the commercial offer of RTB House;
 - 3) **Client** - a legal entity, a natural person who conducts business activity or an organizational entity without legal personality yet with full legal capacity, for which RTB House provides its Services. The Client shall comply with the Regulations regardless of whether the Service was ordered in their own name or via the third party;
 - 4) **RTB House** - the company operating under the business name RTB House Spółka Akcyjna, seated in Warsaw (zip code: 00-819), at the address: ul. Złota 61/101, registered in the Registry of Entrepreneurs of the National Court Register (KRS), kept by the District Court for the capital city of Warsaw, in Warsaw, 12th Commercial Department of the National Court Register, under the number KRS: 0000462115, share capital of PLN 1,500,000.00, entirely paid, tax ID - NIP: 527-269-40-02, statistical number - REGON: 146688693;

- 5) **Parties** - jointly RTB House and the Client;
 - 6) **Agreement** - agreement for the provision of Services, made by and between the Client and RTB House by placing the Order following the procedure established herein. The Agreement shall also include the terms and conditions of the provision of Services, defined in the Order and in these Regulations;
 - 7) **Order** - order for Services, placed to RTB House by the Client, by means of the Order Form;
 - 8) **Remuneration** - remuneration due to RTB House for the provision of Services listed in the Order Form.
4. RTB House shall reserve themselves the right to modify the provisions of these Regulations, at any time. Such modification shall be applicable starting from the publication of the new version of these Regulations on RTB House Website, at the address: www.rtbhouse.com/terms-and-conditions-rtbhouse-sa.

Chapter 2. PROCEDURE FOR ORDER PLACEMENT

1. RTB House shall provide their Services only if the Client has placed the Order and provided RTB House with contents to be issued, compliant with these Regulations. The Order shall be placed by the Client in one of the following forms:
 - 1) in written form, signed by the Parties;
 - 2) as a scan of the Order, signed by the Client and sent electronically at the e-mail address indicated in the Order;
 - 3) as an e-mail confirmation of the terms of cooperation included herein and in the Order sent to the Client - the confirmation shall include an explicit acceptance of the said documents and shall be sent at the e-mail address indicated in the Order.
2. On the date on which the Client has placed the order in one of the form referred to in point 1 above, the Parties shall conclude the Agreement, subject to the provisions of point 3 in this Chapter.
3. Should the Order be placed in a form other than those referred to in point 1.1) of this Chapter, the Agreement shall be concluded once RTB House has confirmed the acceptance of the Order, by electronic message sent at the e-mail address indicated by the Client in the Order.

Chapter 3. DECLARATIONS AND OBLIGATIONS OF THE PARTIES

1. The Client hereby declares and warrants RTB House that:
 - 1) They hold all proprietary copyrights and industrial property rights or required licenses to materials provided to RTB House, enabling the latter to use them as stated in the Order;
 - 2) The publication of the said materials will not give rise to RTB House's obligation to pay any remuneration or to any other liability to a third party for the use of the said materials as described herein;
 - 3) They authorize RTB House to use such materials in order to execute the Order and, should it be necessary for the proper provision of Services by RTB House, they undertake to grant RTB House any licenses, authorizations and permits required to use the said materials in order for Services to be provided in a proper manner;
 - 4) Their data included in the Order Form corresponds to the actual state. Should such data be changed after the Order placement by the Client, the latter shall immediately, but not later than within 3 (three) days since its change, inform RTB House accordingly, by sending the message at the e-mail address: finance@rtbhouse.com;
 - 5) The materials provided by them to RTB House shall not:
 - a) Violate rights, patents, trademarks, trade secrets or other rights of third parties, whether property or personal ones, including the right of publicity;
 - b) Include any contents contrary to applicable laws, principles of morality or of social interaction;
 - c) Include contents which are vulgar, abusive or pornographic;
 - d) Promote aggression and hate speech;
 - e) Include any malware, and in particular viruses, "Trojan horses", "computer worms", "time bombs" or data erasers.
2. The Client undertakes that during their cooperation with RTB House they will comply with the Privacy Policy of Google Inc., including the obligation to insert into the regulations or in the privacy policy applicable for their Website, the notice about the possible application of RTB Personalized Retargeting to visitors of their Website(s). The said notice shall state that visitors of the Client's Websites have the right to deregister from RTB Personalized Retargeting by clicking on the following: <http://rtbhouse.com/privacy.php> and choosing the relevant option.

3. Should the materials provided by the Client be not compliant with requirements defined in point 1 above, RTB House reserves themselves the right to suspend the provision of Services for the Client until the latter has sent error-free materials.
4. The Client shall closely cooperate with RTB House in the provision of Services and shall give RTB House all and any information needed for the Services to be provided properly. The Client shall also immediately inform RTB House about any changes or occurrences which may impact the execution of Services or the mutual cooperation of the Parties, including any decision concerning their liquidation, declaration of bankruptcy or scheduled technical breaks.
5. To the extent necessary to ensure the proper execution of Services, as defined in the Order, the Client shall authorize RTB House to use the name, logotypes and other trademarks.
6. Subject to the Client's prior consent RTB House shall have the right to publish basic data of the Client (business name, logo, Website address) on their reference list, Internet pages, in marketing and sale materials.
7. Based on materials received from the Client, RTB House shall develop banner creations to be used for the provision of Services.
8. The Parties jointly acknowledge that RTB House shall not be obliged to receive the approval of such banner creations before their publication.
9. RTB House shall provide the Services with due care.
10. RTB House shall be entitled to stop/suspend the provision of Services, at any time.
11. RTB House may subject further provision of Services to the fulfilment by the Client of additional conditions, not defined herein.

Chapter 4. LIABILITY

1. RTB House shall not be held liable for any damage to the Client, connected with the provision of Services and caused as a result of the following:
 - 1) discontinuity in the provision of Services occurring as a result of RTB House's use of the right referred to in Chapter 3, point 10 hereof or caused by the action or the neglect of the Client or of third parties for which the Client is the sole liable,
 - 2) act of force majeure understood as a fortuitous event which could not have been foreseen and which is beyond the control of RTB House and/or the Client,
 - 3) the violation of the provisions of these Regulations by the Client.

2. RTB House's liability towards the Client shall cover solely the actual damage. The Parties jointly agree that RTB House's liability for the loss of profits or for consequential losses shall be excluded.
3. RTB House shall not be held liable towards third parties for the contents and quality of materials provided by the Client.
4. RTB House shall not give any guarantees, to the maximum extent permitted by law, as to the suitability for specific purpose or the absence of defects of Services hereunder. The statutory warranty for physical or legal defects of Services shall be excluded. The total liability of RTB House for losses and damage to the Client, under any claims, requests and proceedings under these Regulations or in connection with their execution, non-execution or improper execution shall be limited to the amount equal to the remuneration of RTB House for the provision of Services, for the month of event which caused the damage in question.
5. Should any third party raise against RTB House claims based on the assumption that disseminated materials, provided by the Client, violate any rights of third party, and in particular copyrights, as confirmed by the valid decision of justice or of the arbitration court, the Client shall be obliged, irrevocably, unconditionally and at the first request of RTB House to pay the latter any amounts which RTB House would need to pay due to such events to third parties as well as any costs required to ensure the protection of RTB House's rights, including legal fees and charges awarded under the valid court decision, within 14 (fourteen) days since the call to pay has been serviced to the Client, which however does not exclude RTB House's right to claim remedies under general rules of law. Should the circumstances described in the preceding sentence occur, RTB House shall immediately inform the Client about claims being made, and the Client shall immediately provide RTB House with all necessary data and files which could have an impact on the outcome of relevant proceedings.
6. Should any third party raise against RTB House claims based on the assumption that disseminated materials, provided by the Client, violate any rights of third party, RTB House reserves itself the right to immediately suspend the provision of Services until the issue has been settled. The above shall not free the Client from the obligation to pay the remuneration due to RTB House for the period for which the Services have been provided.

Chapter 5. REMUNERATION

1. For the provision of Services, as defined in the Order, RTB House shall be entitled to receive from the Client the monthly Remuneration in the net amount stated in the Order. The Remuneration amount shall be increased by the due VAT amount, calculated at the rate applicable on the day of the VAT invoice issuance.
2. The modalities of the Remuneration payment shall be described in the Order Form.

3. Should the payment deadline stated in the VAT invoice be exceeded, the Client shall pay statutory interests calculated since the first day of default.
4. Should the Client settle the payments in untimely manner, RTB House shall be entitled to terminate the Agreement with immediate effect.

Chapter 6. COMPLAINTS

1. The Client can signal any issues and comments about the Services by way of notification sent at the e-mail address: customers@rtbhouse.com, within 30 (thirty) days since the event which gave rise to the complaint.
2. The complaint notification shall include, at least, the name of the complaining entity/individual, and the full description of the event which gave rise to the complaint (including campaign statistics or screens if they confirm the Client's position) to enable RTB House to handle the complaint properly.
3. RTB House shall handle the complaint within 14 (fourteen) days since its notification, provided that it contains all details required under point 2 above. Should the complaint notification be incomplete, the complaint handling deadline will run since the date of receipt by RTB House of the complete notification. Assessment of the completeness of complaint notification is at RTB House's sole discretion.

Chapter 7. TERM AND TERMINATION OF THE AGREEMENT

1. The term of the Agreement shall be defined in the Order.
2. If the Agreement is concluded for an indefinite term, the Parties shall have the right to terminate the Agreement without reasons and at any time, subject to a 30 (in words: thirty) day notice period, by sending to the other Party their statement, in written form, under pain of nullity.
3. The Parties shall have the right to terminate the Agreement with immediate effect if any of them violates the provisions of these Regulations or generally applicable laws. Should this be the case, the Party terminating the Agreement shall send to the Party in breach either electronically, at the e-mail address indicated by the latter, or by mail (registered mail with acknowledgment of receipt) the call to stop the breach within 3 (in words: three) working days since the delivery of such notice. After this period has elapsed without effect, the Party shall have the right to terminate the Agreement with immediate effect.
4. Should the Agreement be terminated/expire, for whatever reason, the Client shall pay RTB House the Remuneration for the provision of agreed Services, due for the period running since the date of the Service commencement until the date of the Agreement termination/expiry.

5. The Agreement between the Parties shall be terminated automatically should the Client not start to use the Services within 90 (ninety days) since the Order placement or should at least 90 (ninety days) elapse since the last day on which the Client has used the Services unless the Parties decide otherwise in the Order or by electronic messages sent before the lapse of the term to the e-mail addresses indicated in the Order.

Chapter 8. CONFIDENTIALITY

1. The Parties undertake mutually to consider as confidential and not to disclose to any third party without the written explicit consent of the other Party, any information received from the other Party, and namely technical, technological, organizational or other information with business value, provided by each of the Party in every form, whether in writing or electronically, and concerning their mutual cooperation, including analyses, studies, summaries or any other files executed by one of the Parties, and also those based on information provided by the other Party and including or reflecting such information (hereafter "Confidential Information").
2. The Parties shall not consider as Confidential Information statistical data from the advertising campaign run by RTB House for the Client under the Services, provided that such statistics are aggregated in a manner which prevents their identification with the Client's advertising campaign.
3. The data (excluding statistical data as referred to in point 2 above) and cookies gathered in the course of the Service provision shall be used solely for the purpose of such Services. Relevant Client's data can be disclosed to RTB House's business partners and business partners of companies in relation to which RTB House has the status of a dominant company within the meaning of the Act of 15 September 2000 The Code of Commercial Companies, in order to perform this Service properly.
4. Shall not be considered as Confidential Information, information which:
 - 1) is in public domain before the conclusion of the Agreement or will become publicly available after its conclusion without the fault of the given Party or persons or entities indicated in point 5 below;
 - 2) is or will become available to the given Party or persons or entities indicated in point 5 below from a source which is not the other Party, provided that the entity/individual disclosing such information was not known to be bound with the other Party by the obligations under confidentiality clause or agreement;
 - 3) was held by the given Party or persons or entities indicated in point 5 below before the conclusion of the Agreement, provided that the entity/individual disclosing such information was not known to be bound with the other Party by the obligations under confidentiality clause or agreement;

- 4) has been acquired independently from the other Party, as a result of works executed by the given Party or persons or entities indicated in point 5 below to which Confidential Information has not been disclosed.
5. Each Party may disclose Confidential Information received from the other Party, to its associated companies, or to the advisors, managers or employees of the Party or its associated companies, or to the providers of services based on the contract of mandate or on another legal title to the Party or to its associated companies, provided that such disclosure is made solely and exclusively for the purpose of the Services and that such individuals have signed the obligation of confidentiality with at least the same scope as the one defined herein.
6. The Parties agree not to use Confidential Information to the detriment of the other Party or to use it in any other way not connected with their mutual cooperation. Any Party's failure to keep secret the disclosed Confidential Information, by its disclosure, transfer or use shall be considered as an act of unfair competition within the meaning of Article 11 of the Act dated 16 April 1993 on counteracting unfair competition.
7. The confidentiality obligation shall not cover Confidential Information which needs to be disclosed, whether in whole or in part, based on applicable laws, judgment or decision issued by the competent court or by another judiciary or administrative body or by another authorized body whose jurisdiction covers the Party or the persons or entities indicated in point 5 hereinabove requested to disclose such Confidential Information.
8. The confidentiality obligation and the confidentiality protection, as set forth herein, shall be applicable regardless of whether Confidential Information has been provided orally, in writing or in another form or substance, and whether such Confidential Information was actually designated as "confidential", "proprietary" or "secret" or in another way or whether it was not specifically designated at all.
9. The confidentiality obligation referred to in this point shall be binding for the Parties both during the provision of Services and for the period of 3 (three) years after their execution, the refusal to execute them or their cancellation.

Chapter 9. FINAL PROVISIONS

1. Any matters not covered by these Regulations shall be governed by generally applicable Polish laws, and in particular by the Polish Civil Code Act.
2. Should any of the provisions hereof be legally considered as invalid or unenforceable, this will be without impact on the validity or enforceability of their remaining provisions. The invalid/unenforceable provision shall be replaced by another provision with the purpose equivalent or possibly the closest to the purpose of the invalid/unenforceable provision.

3. The Client is not authorized to assign their rights and obligations under the Agreement, whether in whole or in part, without the previous written consent of the RTB House.
4. The Parties undertake to make all their endeavours to settle amicably any disputes arising in the course of their mutual cooperation. Should they fail to reach an amicable agreement, any disputes shall be materially settled by the common court competent for the seat of RTB House.
5. Should following separate arrangements between the Parties any discrepancies arise between the Order Form and these Regulations, the arrangements in the Order Form shall prevail.
6. Should the Services be provided on the favour of Clients with its seat in/conducting business activity in Poland, only Polish version of these Regulations shall apply.