

BusinessClick Service Scheme - Terms and Conditions for Supply Partners

I. GENERAL PROVISIONS

1. The BusinessClick Service is provided by BusinessClick Sp. z o.o. with its registered office in Warsaw at ul. Żwirki i Wigury 16, registered at the District Court for the Capital City of Warsaw under KRS number 0000292126, NIP 897-17-35-429, share capital PLN 1.200,000.00, hereinafter referred to as: BusinessClick.
2. The BusinessClick Service is provided in accordance with these Terms and Conditions.
3. These Terms and Conditions govern the use of the BusinessClick Service. Each Publisher is required, upon taking actions aimed at using the Service, to comply with these Terms and Conditions.

III. DEFINITIONS

1. The Prebid Adapter – the script responsible for delivery of BusinessClick Ads in the auction model, where the Publisher informs BusinessClick about the available auction (bid request). BusinessClick may proceed with the auction by returning to the Publisher information (bid response) which contains a CPM rate for Businessclick Ad impression.
2. CPA (Cost per Action) – a standard parameter used to settle the cost of an advertisement constituting the basic remuneration unit for actions defined by the BusinessClick End Customer;
3. CPC (Cost per click) – a standard parameter used to settle the costs of an advertisement constituting the basic remuneration unit for the Redirection performed by an Internet user;
4. CPM (Cost per Mile) – a standard parameter used to settle the costs of an advertisement constituting the basic remuneration unit for 1000 impressions;
5. Lease Rent – remuneration due to the Publisher for the grant of rights to the Publisher's Inventory for the purpose of delivering BusinessClick Ads. The remuneration will be determined as the product of the Valid Events and the unit rate for the Valid Event. In the case of delivering ads in the Header Bidding model using the BusinessClick Prebid Adapter, a Valid Event is referred to as the value of the bid rate of the auction won by the BusinessClick Prebid Adapter, and the funds collected in the Publisher's account are the sum of those events;
6. Unit Rate for a Valid Event – net remuneration paid by the BusinessClick End Customer to BusinessClick for delivering BusinessClick Ads in the CPM, CPA, CPC or other models.
7. BusinessClick End Customer – a natural or legal person contracting the delivery of BusinessClick Ads on the Publishers' Inventory participating in the BusinessClick Service;

8. Publisher's End Customer – a natural or legal person contracting the delivery of BusinessClick Ads with the Publisher on the BusinessClick Inventory (including, in particular, on the issue Publisher's Inventory);
9. BusinessClick Ads Script – a script generated by the BusinessClick Server for the purpose of placing on the Publisher's Inventory used for delivering BusinessClick Ads;
10. Number of Ads Impressions – a number of impressions of the BusinessClick Ads to Internet users;
11. Publisher's Panel – a web page indicated to the Publisher by BusinessClick, allowing the Publisher to use a set of IT tools to edit parameters of the BusinessClick Ads via the IT Network and to view BusinessClick Ads delivery statistics, as well as statistics on the Valid Events and the Publisher's remuneration for cooperation in the areas covered by the Terms and Conditions and the Agreement, available on the website designated by BusinessClick - after the Publisher has entered the login and password;
12. BusinessClick Inventory – the inventory of all BusinessClick's Partners delivering BusinessClick's Ads; including, in particular, the Publisher's Inventory;
13. Publisher's Inventory – a designated portion of the Publisher's Website sites intended to deliver BusinessClick Ads;
14. Redirection – a single event consisting in the Internet user clicking on the BusinessClick Ads placed on the Publisher's Inventory;
15. Terms and Conditions – the terms and conditions of partner cooperation in the BusinessClick Service;
16. The Publisher's Self-promotional Ads – BusinessClick Ads defined by the Publisher, i.e. pass-back, intended to be delivered only and exclusively on the Publisher's Inventory;
17. BusinessClick Ads – the form of an advertising message in the form of hypertext or graphic reference (created in HTML, FLASH, Java, or ancillary technologies) to the BusinessClick End Customer's website displayed on the Publishers' Inventory using the BusinessClick Server;s
18. BusinessClick server – a computer system identified by BusinessClick that is used to issue BusinessClick Ads on a Businessclick Inventory, to join publishers for collaborating on the issuance of BusinessClick Ads, and containing statistics on Valid Events;
19. Bid Rate – the amount offered by the BusinessClick Prebid Adapter in the prebid auction in the Bid response;
20. BusinessClick Antifraud System – an IT system designated by BusinessClick that monitors a Valid Event performed using an unfair method of generating Redirections (for example automated click or display generation tools, manually repeated clicks or displays, texts encouraging to click on ads);
21. Agreement – this agreement for the lease of rights to Publisher's Inventory on Publisher's Websites, concluded in accordance with the terms and conditions set out in the Terms and Conditions;

22. A Valid Event – an Ad Impression, a Redirection, performing of an action defined by the BusinessClick End Customer that was not made through an unfair method of generating Redirections (for example automated click or display generation tools, manually repeated clicks or displays, texts encouraging to click on ads); BusinessClick Antifraud System decides whether an event is a Valid Event;

23. Publisher's Website – a set of Internet sites the rights to which are held – to the extent necessary to implement this Agreement – by the Publisher;

24. Publisher – supply partner, a natural person, legal person or organizational unit without legal capacity and having its registered office in different locations without territorial restrictions, which makes available its website for the purpose of delivering BusinessClick Ads based on the BusinessClick Server software;

III. BUSINESSCLICK TERMS OF SERVICE

1. The BusinessClick Service consists in delivering BusinessClick Ads on the Publisher's Inventory. The shape of the Publisher's Inventory is defined by the Publisher;

2. Delivery of BusinessClick Ads:

- a. The primary task of the BusinessClick system is to display End Customer's Ads on the Publisher's pages,
- b. The Publisher agrees for BusinessClick to manage the designated Publisher's Inventory; to this end, the Publisher provides BusinessClick with all information necessary for this purpose, including, among others, on the structure of the WWW page and undertakes to insert on its website any Scripts received from BusinessClick that deliver advertisements or integrate with the BusinessClick Server via the BusinessClick Prebid Adapter,
- c. The publisher entrusts BusinessClick with the acquisition of End Customers interested in the delivering of advertising content on the Publisher's Websites,
- d. BusinessClick undertakes to provide ongoing statistics on the delivery of BusinessClick Ads on the Publisher's Inventory via the BusinessClick Publisher's Panel,
- e. The Publisher has the right to request the exclusion of certain advertisements if the advertisement relates to an End Customer that is a direct competitor of the Publisher,
- f. BusinessClick will make every effort to ensure that BusinessClick system does not affect the speed of operation of the Publisher's web page,
- g. Every month the Publisher issues to BusinessClick an invoice based on a report submitted after the end of the month. The invoice is the basis for paying the funds collected in the Publisher's account. The amount for which the invoice is to be issued is the product of the number of Valid Events counted in the given period and the Unit Rate for a Valid Event. The unit rate of a Valid Event can be set in a separate agreement between the publisher and BusinessClick,

- h. In the case of implementing the Header Bidding model using the BusinessClick Prebid Adapter, a Valid Event is referred to as the value of the bid rate of the auction won by the BusinessClick Prebid Adapter, and the funds collected in the Publisher's account are the sum of those events,
- i. Any request to the technical support should be sent by email to: support@businessclick.com.

3. If BusinessClick withdraws from the agreement or ceases to provide the Service, the funds collected in the account will be transferred to the Publisher within 14 days of the date of withdrawal.

4. The Publisher is required to read the terms and conditions of the BusinessClick service. Using the service covered by these Terms and Conditions means giving consent to the provisions of these terms and conditions.

IV. RIGHTS AND RESPONSIBILITIES OF THE PUBLISHER

1. No action is allowed which may impede or destabilize the operation of the BusinessClick system, and in particular lead to the violation of the law or third-party rights protected by law. If BusinessClick finds that the Publisher performs such actions, BusinessClick shall have the right to immediately block the account of such Publisher.

2. Using accounts of other Publishers or giving one's own account to others is forbidden. The publisher should exercise special care to protect his/her access password to the BusinessClick Service. BusinessClick is not liable for the Publisher losing his/her password and for any subsequent acts or omissions made using that password.

3. The Publisher must not provide any illegal content to the web page.

V. RIGHTS AND OBLIGATIONS OF BUSINESSCLICK

1. The agreement for the BusinessClick Scheme is terminated as a result of:
 - a. a written declaration by the Publisher, sent by post to the address of BusinessClick Sp. z o.o. at ul. Żwirki i Wigury 16, 02-092 Warsaw;
 - b. an immediate termination of the agreement by BusinessClick in the case of a Publisher who:
 - i. violates the provisions of the law in force, in particular, the rules on the advertising of sensitive products (cigarettes, alcohol, pharmaceuticals) and the public presentation of pornographic content,
 - ii. infringes legitimate interests of third parties, in particular their copyright and personal rights,
 - iii. violates principles of morality,
 - iv. is in breach of these Terms and Conditions.

2. BusinessClick shall have the right to terminate the agreement for the provision of the BusinessClick Service upon three months' notice with effect at the end of the calendar month. Termination will be sent by email to the Publisher's address provided in the Publishers Panel.

VI. PRIVACY POLICY

1. BusinessClick informs that short text information, called “cookies”, is stored on the Publisher’s computer when using the BusinessClick Service. Installation of these files is necessary to properly provide the service. “Cookies” files contain information necessary for the proper functioning of the Internet services, particularly those requiring authorization.
2. The content of cookies does not allow the Publisher to be identified. Cookies are not used to process or store personal data.

VII. COMPLAINTS

1. Each Publisher of the BusinessClick service has the right to file a complaint regarding issues related to the operation of the BusinessClick Scheme.
2. Complaints should be submitted by e-mail to support@businessclick.com or by post to: BusinessClick Sp. z o.o., ul. Żwirki i Wigury 16, 02-092 Warsaw.
3. BusinessClick will consider the complaint within 14 working days of its receipt.
4. A response to the complaint will be sent to the Publisher to the address provided by the Publisher in the complaint.
5. BusinessClick reserves the right to extend the time limit set out in point 3 in the event that the processing of a complaint requires special information or encounters obstacles for reasons beyond BusinessClick’s control (hardware failures, Internet network, etc.). BusinessClick also states that processing a complaint may require receiving additional explanations from the Publisher – the time taken for the Publisher to provide explanations in every event extends the deadline for the processing of the claim.

VIII. PERSONAL DATA

1. The provision of personal data is voluntary but necessary for the proper execution of the Service.
2. The controller of the Publishers’ personal data is BusinessClick. This data will only be processed by BusinessClick for the purpose of delivering the Service.
3. The Publisher, by providing personal data in the registration form, declares that:
 - a. they are true,
 - b. he/she consents to the processing of such data.
4. The Publisher acknowledges and undertakes to inform any natural person representing the Publisher or acting in the name and/or on behalf of the Publisher in connection with this Agreement of the rules on the processing of their personal data contained in the Information Clause set out in Schedule 1 to the Agreement, in accordance with the requirements of Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the

protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 1 from 2016) together with all delegated legislation to Regulation 2016/679, as well as all binding guidance of any authorities competent to supervise the compliance with the Regulation (hereinafter: "GDPR") for the purpose of concluding and implementing the Agreement and for the performance of the obligations laid down by law. The Publisher undertakes to inform the designated natural persons representing the Publisher as well as acting for and/or on behalf of the Publisher of the fact that personal data have been transferred to the controller, i.e., BusinessClick with its registered office in Warsaw, at ul. Żwirki i Wigury 16 and entities from Wirtualna Polska Holding S.A. capital group with its registered office in Warsaw, of which the controller is a part. Contact details of the Data Protection Officer: iodo@grupawp.pl. The Publisher thus undertakes to fulfil the obligations set out in Articles 13 and 14 of the GDPR in favour of BusinessClick with respect to natural persons representing the Publisher and acting for and/or on behalf of the Publisher and to obtain confirmation that they have been fulfilled.

5. A request from the Publisher for BusinessClick to remove data provided in the registration form renders further provision of the BusinessClick Service Scheme technically impossible and therefore is equivalent to deleting that Publisher's BusinessClick account.

6. The Publisher must update data contained in the contact forms as soon as these data is changed. The publisher is fully liable for any damages caused by the nonconformity of the profile data with the actual facts.

7. The Publisher agrees for his/her data, including e-mail address, name and surname, address and telephone number to be passed on to entities performing services on behalf of BusinessClick to provide the BusinessClick Scheme service.

8. The Publisher can access and change his/her personal information via BusinessClick web pages. The Publisher may request to have his or her personal data deleted from the BusinessClick database.

9. BusinessClick may collect data on the popularity and use of individual Services offered by BusinessClick, sharing them with BusinessClick's subsidiaries or other related entities. This data will only be shared anonymously and in a group. BusinessClick may also take steps to personalize the accounts used by individual Publishers, including password retention, in accordance with the Privacy Policy.

IX. PROCESSING OF PERSONAL DATA IN AS A PART OF THE SERVICES OFFERED BY BUSINESSCLICK

1. The controller of personal data of the Internet user in connection with the delivery of BusinessClick Ads on the BusinessClick Inventory processed as a part of the services offered by BusinessClick is BusinessClick and [Wirtualna Polska](#) (detailed information is available in the Privacy policy at <https://holding.wp.pl/poufnosc>). The sole controller of the personal data of users of the Publisher's Websites in connection with the provision of services to Internet users is the Publisher. The Publisher is required to process personal data in accordance with the laws in force in this respect in the territory of the Republic of Poland, in particular, the GDPR; BusinessClick is not liable for any processing of personal data of the users of the Publisher's Websites by the Publisher that breaches laws in force in the territory of the Republic of Poland or these Terms and Conditions.

2. The delivery of the BusinessClick Service covering the delivering of BusinessClick Ads is performed with technologies used to track and store personal data of Internet users, such as cookies, web beacons or other similar technologies using information flow mechanisms between the websites and Publisher's apps and the BusinessClick Service and [WP Services](#) (meaning the services and websites of Wirtualna Polska Media Spółka Akcyjna and portals and websites in respect of which the seller in terms of advertising space is Wirtualna Polska Media) - which allows free and informed movement of users to the Publisher's sites [from WP services](#) and the flow of Internet user data from the Publisher's sites to the advertising system of BusinessClick and [Wirtualna Polska](#).
3. Technologies used to track and store personal data of Internet users, such as cookies, web beacons or other similar technologies, allow the flow and registering of information about Internet users as well as access to personal data of Internet users by BusinessClick and [Wirtualna Polska](#) for the purpose of providing the BusinessClick Service covering the delivery of BusinessClick Ads. BusinessClick and [Wirtualna Polska](#) will not use data of Internet users for purposes other than the provision of advertising services; this disclaimer does not apply to user data which are administered by BusinessClick and [Wirtualna Polska](#) on their own, i.e. independently of the provision of the BusinessClick Service to the Publisher, which can be used to develop, optimize and personalize advertising services and other services of BusinessClick and [Wirtualna Polska](#); BusinessClick and Wirtualna Polska will not use Internet user data to optimize advertising of other Publishers as well as BusinessClick End Customers otherwise than when combined with other data obtained from other Publishers and BusinessClick End Customers in unnamed, automated aggregations or otherwise collected and BusinessClick as well as [Wirtualna Polska](#) will not allow other Publishers or third parties to direct ads solely on the basis of the data collected on the Publishers and BusinessClick End Customers' sites and apps.
4. When using technologies enabling the flow and registration of information concerning Internet users, the Publisher is required to provide clear and easily accessible information to these Internet users on how their personal data is used by the Publisher, BusinessClick and [Wirtualna Polska](#), and in particular on the use of cookies or other means of local storage of information, as well as the collection, sharing and use of personal data for personalization of advertisements, indicating to Internet users [Wirtualna Polska](#) and BusinessClick, which may collect, receive or use users' personal data as a result of using these technologies; In order to fulfil the information obligation with regard to the use of data by BusinessClick and [Wirtualna Polska](#), it is recommended to provide a link to this [page](#).
5. The Publisher is required to include BusinessClick on the IAB (Interactive Advertising Bureau) Partner List and allow collecting consent from a user, in particular, to the personalization of advertisements as part of the tool made available by the Publisher based on the solution provided by the industry organization - IAB's (Interactive Advertising Bureau) Association of Internet Employers or another solution previously approved by BusinessClick.
6. In addition, the Publisher must inform users how they can withdraw their consent to the personalization of advertisements and at least indicate information about the control capabilities of user's devices and in Advanced [Privacy Policy](#) settings.

X. FINAL PROVISIONS

1. BusinessClick shall not be liable, in particular in terms of criminal, third-party or administrative liability, for the Publisher's use of the BusinessClick Service Scheme in a manner contrary to the provisions of these Terms and Conditions.
2. BusinessClick is not liable for any damage suffered by the Publisher due to threats on the Internet, in particular, hacking into the Publisher's system, password takeovers by third parties, and infecting the Publisher's system with viruses.
3. Please send any remarks, comments, or questions regarding the BusinessClick Service to the following address: support@businessclick.com
4. If one of the provisions of these Terms and Conditions is found to be invalid or unenforceable by a final and non-appealable judgement, the remaining provisions will be valid and will remain in force.
5. BusinessClick reserves the right to delegate or mandate all or part of its rights and obligations under these Terms and Conditions to third parties. If BusinessClick exercises this right, the name of the entity to which the transfer is made will be provided on the home page and the Publisher will have the right to opt out of the BusinessClick Service.
6. The Publisher acknowledges that all copyright, all trademarks, Publishers' accounts, and other intellectual property rights associated with BusinessClick Services are the property of BusinessClick sp. z o.o. Using these intellectual property rights or BusinessClick Services for purposes other than those specifically related to the use of the Service in the manner specified in these Terms and Conditions is prohibited.
7. In the event of a conflict between the provisions of these Terms and Conditions and the agreement, contractual provisions shall prevail.

XI. AMENDMENTS TO THE TERMS AND CONDITIONS

1. BusinessClick reserves the right to amend and modify these Terms and Conditions as set out below.
2. BusinessClick should notify the Publisher, via the Publisher's Panel or by email, of the amendment to the Terms and Conditions 30 days before the new provisions of the Terms and Conditions enter into force.
3. Upon the receipt of the information referred to in section 2, the Publisher may terminate the agreement at any time with effect from the last day of the application of the Terms and Conditions in their previous wording. The mutual settlements of the Parties will be made in accordance with the principles set out in the Rules for the provision of BusinessClick Scheme Service, Clause III. 10 3.

Schedule 1

1. BusinessClick (also the "Controller") declares that it is the controller of the personal data of the Publisher and of natural persons representing and acting in the name and/or on behalf of the Publisher, which was voluntarily provided by those persons or provided by the Publisher and the provision of which is necessary for the conclusion and performance of the Agreement or for the past cooperation between the Parties or gathered from generally available sources, in particular personal data indicated in the preamble to this Agreement and contact details such as name, surname, position held, place of work, email address or telephone number.
2. BusinessClick will process personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as "GDPR")(OJ L. of 2016r. No. 119).
3. The purpose and the legal basis for the processing of the data for the individual purposes of processing shall be:

Purposes of the processing:	Legal basis:	Processing period:
The conclusion and performance of the Agreement with regard to the relationship between the Controller and a natural person carrying out an economic activity.	The necessity to perform the Agreement (Article 6(1)(b) of the GDPR).	Pending the expiry of the Agreement, provided that sometimes such data may also be processed after the expiry of that agreement, but only if this is permitted or required under applicable law, e.g. processing for statistical purposes, clearing or for the purpose of pursuing claims, then data is processed for a maximum period of 6 years from the end of the calendar year in which the event giving rise to claim occurred, 5 years from the end of the calendar year in which the event creating tax obligations occurred.
Establishing, pursuing, or defending claims.	The legitimate interest of the controller concerning the right to defend or pursue claims (Article 6(1)(f) of the GDPR).	Up to the limitation period of possible reciprocal claims, not more than 6 years from the end of the calendar year counting from the following year in which the event giving rise to the claim occurred.
Fulfilling statutory obligations under the tax and accounting regulations consisting of in, among others, the need to issue and archive documents related to a transaction, such as, e.g., VAT invoice.	Legal obligation (Article 6(1)(c) of the GDPR).	5 years from the end of the calendar year, counting from the following year in which the event giving rise to the obligation occurred.
Conclusion and performance of the Agreement with regard to the relationship between the Controller and an organizational unit without legal capacity; conducting communication related to the conclusion and performance of the Agreement; marketing Controller's products and services.	The legitimate interest of the controller (Article 6(1)(f) of the GDPR).	Pending the notification of an effective objection.

4. The recipients of personal data will be entities from Wirtualna Polska Holding S.A. capital group with its registered office in Warsaw, to which BusinessClick belongs, entities cooperating with BusinessClick to

the extent indicated in the Agreement. BusinessClick may transfer personal data to processors that process it on behalf of BusinessClick and to entities entitled to obtain data on the basis of the applicable law.

5. BusinessClick hereby informs about the right to request access to personal data, the right to rectify personal data, the right to delete or restrict the processing of personal data and, in cases stipulated by law, also the right to object to the processing of personal data. Details of the rights of data subjects with regard to the processing of personal data are provided by the Data Protection Officer whose contact details are: Postal address: BusinessClick / IODO / Żwirki i Wigury 16, 02 – 092 Warsaw, e-mail address: iodo@grupawp.pl, to which the data subject will address any queries and representations regarding the exercise of rights granted in connection with the processing of personal data.