

Advertising Online Terms and Conditions **3S FINANCIAL GROUP Sp z o.o.**

1. Definitions

1.1. Publisher – 3S FINANCIAL GROUP Sp z o.o., at plac Orłąt Lwowskich 20D, 53-605 Wrocław, NIP 8971835846, REGON 366639069.

1.2. Impression/impression – a single instance of an advertisement being displayed along with the web page on which it is published. In the case of advertisements intended for being displayed on mobile devices, an impression is understood as a single instance of an advertisement being displayed along with the mobile page on which it is published.

1.3. Finished advertising material – materials submitted as files in the , *jpg, *jpeg or rich media formats, ready to be used as advertisements.

2. General terms

2.1. Advertisements are sold on a cost-per-impression basis, a specified-effect basis, or for a specified time of display. Sales for a specified time of display are applicable to all advertising forms that are published on the Publisher's pages on a permanent basis. For e-mail advertising, a single impression corresponds to one e-mail message sent to an e-mail account.

2.2. The viewership figures for Publisher's websites quoted in the price list do not constitute a guarantee of achieving identical or similar results in the course of an actual advertising campaign run on these websites. The figures are given for reference only, to provide advertisers with general guidance and information.

2.3. All the prices quoted in the price list are net prices. The amount of remuneration payable to Publisher will be increased by the amount of value-added tax according to applicable regulations.

2.4. The minimum net value of a one-off order is PLN 500.

2.5. Publisher shall not be liable for any damages other than those caused by non-performance or improper performance of an insertion order by intention or due to gross negligence. The amount of compensation for damages caused by Publisher shall not exceed the amount of remuneration for the running of the respective advertising campaign as per insertion order.

2.6. The present Terms and Conditions only apply to advertisers who are entrepreneurs within the meaning of applicable law.

2.7. In case of discrepancy between the provisions of an insertion order and the provisions of the present Terms and Conditions, provisions of the insertion order shall apply. The above applies, in particular, to data generating systems mentioned in it. 4.4 of the present Terms and Conditions.

2.8. Should it transpire that representations made by the Customer in the insertion order are factually incorrect, incomplete, or would eventually result in Publisher being misled, Publisher has the right to withdraw from the execution of the order after becoming aware of any such circumstances. Publisher can exercise the above right for withdrawal within 90 days after becoming aware of the circumstances that justify the said withdrawal.

2.9. Some products may be marked in the price list and in insertion order as reserved for and sold as part of a special procedure, hereinafter referred to as the Premium Procedure.

2.10. Publisher reserves the right to introduce changes in the price list at any time.

3. Insertion orders and payment terms

3.1. Insertion orders are placed in writing, by fax or by e-mail using a special form that can be obtained from Publisher's Advertising Department. An insertion order must specify the desired number of impressions, the duration of the campaign, the advertising space where advertisements should be placed, and any additional conditions that may be necessary.

3.2. Entering into negotiations for the rendering of services covered by the present Terms and Conditions and the placement of an insertion order by an Advertiser provides sufficient grounds for the processing of the Advertiser's personal data (the identity of the entrepreneur or of the contact person, address, e-mail, phone and fax number, etc.) for the purpose and to the extent required for the proper execution of the order.

3.3. The Advertiser's personal data shall be administered by 3S FINANCIAL GROUP Sp z o.o., at plac Orłąt Lwowskich 20D, 53-605 Wrocław, NIP 8971835846, REGON 366639069.

3.4. Customers submit their personal data in connection with the conclusion of a contract with Publisher and for the purpose of its proper execution, including the issue of accounting documents. At the same time, they give their consent to the processing of the data by Publisher and the respective Publisher for marketing purposes. The Administrator is entitled to process a Customer's personal data for the marketing and commercial purposes of Publisher itself, the respective Publisher, and of Publisher's commercial partners. Customers also agree to receive from Publisher commercial information sent either on its own behalf or on behalf of its business partners that pertains to its own advertising and marketing products or those offered by its business partners.

3.5. Customers have the right to access their data, to correct or update their personal data, and to require that their personal data be no longer processed and removed from the database.

3.6. The deadlines for placing an insertion order are as follows:

a) at least five working days before the scheduled date of publication of the respective advertisement on the website; this deadline does not apply products ordered as part of the Premium Procedure, the deadlines for which are described in it. b below.

b) deadlines for advertisements ordered as part of the Premium Procedure are as follows: no later than 1 month from the date of placing an insertion order and no later than 45 days before the month of publication of the respective advertisement on the website.

An insertion order submitted after the deadline specified in items a-b above does not constitute a commercial offer within the meaning of Art. 66 of the Civil Code.

3.7. Full payment for an advertising campaign must be made in advance by a bank transfer to the account specified in the order form.

3.8. Insertion orders will be valid only after Publisher has confirmed their acceptance in writing, by fax or by e-mail. An acceptance confirmation by Publisher is tantamount to the conclusion of a contract for the execution of the respective order by Publisher.

3.9. A change in an insertion order, the content of advertisement or in any related advertising or promotional materials can be made, at the latest, three days before the scheduled date of publication of the respective advertisement on the website at an extra charge as quoted in the price list. The above deadline does not apply to the Premium Procedure, for which the respective deadline is the same as the deadline for placing an insertion order, determined in accordance with item 3.6. sub-item b of the present Terms and Conditions. The Advertiser is required to provide the Publisher with a written description of each of the planned changes, with a clear indication of their scope. A reduction in the size of an insertion order involving a reduction in the quantity or number of items ordered shall be considered a partial cancellation of the order and is subject to the terms set forth in it. 3.10. of the present Terms and Conditions.

3.10. A Customer may cancel an insertion order in whole or in part according to the following rules:

a) general rules, that do not, however, apply to insertion orders placed as part of the Premium Procedures and to orders referred to in items c) and d) below, namely:

- if the cancellation is made at least 15 days before the scheduled starting date of the publication, no cancellation handling fees shall be charged;

- if the cancellation is made within 14 to 4 days before the scheduled starting date of the publication, the Customer shall be required to pay cancellation handling fees in the amount of 30% of the order value before the cancellation is effectuated;

- if the cancellation is made within 3 to 1 day(s) before the scheduled starting date of the publication, the Customer shall be required to pay cancellation handling fees in the amount of 60% of the order value before the cancellation is effectuated;

- if the cancellation is made during an advertising campaign (execution of an insertion order), the Customer shall be required to pay cancellation handling fees in the amount of 80% of the order value before the cancellation is effectuated;

b) The deadlines in insertion orders placed as part of the Premium Procedure depend on how much time is left until the start of the campaign, counting from the moment when the Customer notifies the Publisher of the cancellation or when the cancellation takes place, and in particular:

- Within 14 days before the scheduled starting date of the publication, the Customer shall be required to pay cancellation handling fees in the amount of 80% of the order value before the cancellation is effectuated;

- Within 15 to 30 days before the scheduled starting date of the publication, the Customer shall be required to pay cancellation handling fees in the amount of 50% of the order value before the cancellation is effectuated;

- Within 31 to 45 days before the scheduled starting date of the publication, the Customer shall be required to pay cancellation handling fees in the amount of 25% of the order value before the cancellation is effectuated;

- If the cancellation is made before 45 days before the scheduled starting date of the publication no cancellation handling fees shall be charged;

- within 90 days before the scheduled starting date of the publication, no cancellation handling fees shall be charged;

- between 89 to 1 day(s) before the scheduled starting date of the publication, the Customer shall be required to pay cancellation handling fees in the amount of 80% of the order value before the cancellation is effectuated.

c) in the case of orders relating to customised websites or other customised services, cancellation shall be effectuated after the Customer has covered all the actual expenses incurred by Publisher in the course of the preparation and execution of the order up to the moment of order cancellation. In this case, Publisher will provide the Customer with an account of works performed and their cost when billing the Customer for the cancellation handling fees.

d) in the case of orders for the publication of advertisements on occasional websites: Occasional websites are defined as websites prepared for special occasions, such as: religious holidays (e.g. Christmas); secular holidays (e.g. Saint Valentine's Day); major sporting events (e.g. Olympic Games, world championships); cultural events (e.g. festivals); public events (e.g. parliamentary elections).

3.11. The starting date of publication is defined as the date on which the first one of all the advertisements covered by a given order is published, regardless of how many individual stages the execution of the order might involve.

3.12. Full or partial cancellation of an order shall only be valid if made in writing within the deadlines specified above.

3.13. A failure by a Customer to submit the required advertising materials is tantamount to the full or partial cancellation of the respective order. In this case, provisions of item 3.10 of the present Terms and Conditions shall apply.

3.14. Publisher also allows for orders whose execution it cannot guarantee. An order like this shall contain an appropriate note indicating that Publisher reserves the right not to fulfil the order in whole or in part without any consequences, to which the Customer consents. Obligations incurred in this connection by the purchaser shall remain in effect in any case. The provisions of it. 3.10 do not apply to orders referred to in the first sentence above.

3.15 In case carrying out of the insertion order shall require processing by the Advertisers of personal data of the Publisher's websites and/or applications irrespective of sec. 4.5 below such insertion order may be carried out only after separate confirmation of possibility of such processing by Publisher. In such case Publisher hereby reserves an additional 14-days term for aforementioned confirmation and the insertion order's execution term shall be adequately postponed. In order to allow Publisher, the aforementioned confirmation the Advertiser shall provide Publisher with the content of Advertiser's privacy policy. In case the content of Advertiser's privacy policy and methods of personal data processing included therein shall not comply with requirements specified in binding legal regulations or business good practices (e.g. estimation of cookie lifetime shall be impossible) Publisher shall be entitled to refuse Advertiser to process any personal personal data of the Publisher's websites and/or applications. In such case the performance of the insertion order shall be determined upon Publisher's statistics.

4. Execution of orders

4.1. All the finished advertising materials required for the launching of a campaign/publication must be delivered at least 5 working days before the scheduled publication. Materials submitted in html, rich media or other nonstandard formats must be delivered at least 7 working days in advance in order for Publisher to test them.

4.2. Publisher makes every effort to ensure that, even if advertising materials are submitted with delay, the respective advertising campaign/publication begins on the scheduled starting date or with the shortest delay possible and that it will be fully completed. The above notwithstanding, if an Advertiser fails to deliver advertising materials on time, Publisher reserves the right not to execute the respective order in part or in whole without any liability for damages due to nonperformance of the said part or whole; nor shall it be under any obligation to return payments made for the uncompleted order or its part. The uncompleted part of an order shall not exceed, in terms of duration, the delay in the delivery of the respective advertising materials. The above provision means, in particular, that the scheduled starting date of a campaign/publication can be postponed by a period of time that equals the delay in the delivery of the respective advertising materials, provided the execution of the order is still possible. In the case of CPM-based campaigns, the number of impressions that cannot be completed due to a delay in the delivery of the respective advertising materials is determined in proportion to the delay time and the duration of the campaign. For example, if there has been a 2-day delay in the delivery of advertising materials for a campaign that, according to the insertion order, should last for 20 days, the number of impressions may be reduced by $2/20$, that is by 10%.

4.3. For campaigns run as part of selected Flat-fee products, Publisher guarantees that advertisements will be displayed to users who connect to the Internet using Polish IP (users from abroad can still view the campaign; however, for the products in question, Publisher does not guarantee that the campaign will be visible from abroad). The above applies to the following products: panels, gigapanel, and half-page advertisements on Home Page; sponsorship boxes; all forms of Flat-fee CPM advertisements, and the billboard on the E-Mail service page. The remaining Flat-fee products are displayed to all users, regardless of their location.

4.4. In the course of an advertising campaign and for 30 days after its completion, the Publisher will provide to the Customer statistics showing the status of campaign realization.

4.5. The performance assessment of an advertising campaign, and in particular of the number of impressions of individual advertising forms, shall be - subject to sec. 3.15 above - based on the statistics collected by Publisher or third-party codes if they meet the requirements set forth in it. 3.15 and 9.2.

4.6. If an order has not been fully completed within the required period of time due to reasons beyond Publisher's control, the duration of its execution will be extended accordingly. Alternatively, the Customer may choose to transfer the remaining number of impressions to their next order. The above provision does not apply to advertising campaigns that have not been fully completed due to reasons mentioned in it. 4.2.

4.7. Any complaints regarding the execution of an insertion order, and in particular those regarding the quantity of impressions of individual advertising forms and the manner of their publication, must be made within 14 days starting from the scheduled ending date of a given campaign or of its part, as specified in the respective order. No complaints shall be accepted after the above deadline, and the campaign shall be deemed properly executed in accordance with the respective insertion order or contract.

4.8. In the case of an order whose execution is not guaranteed, described in it. 3.14 of the present Terms and Conditions, which Publisher can leave unfulfilled without giving a reason, Publisher shall return the payment for the uncompleted part of the order or its whole.

4.9. In the case of products settled in the Flat-fee model, the Publisher reserves the right to use for

non-commercial and test purposes the space that does not exceed 1% of the daily number of emissions for a given order. The above does not affect the obligation for the Publisher to provide other guaranteed minimum campaign parameters.

5. The content and style of advertisements

5.1. The Advertiser is solely responsible for the content of advertisements. Should the publication of a given advertisement result in Publisher suffering any damage, be it due to the fact that, by publishing the advertisement, Publisher has infringed a law or due to the satisfaction of justified claims of any third parties whose rights have been infringed upon as a result of the publication of the advertisement (including, in particular, economic copyright and related rights, industrial property rights, and personal rights), the Advertiser will have to repair any such damage in full, including the costs of legal proceedings and legal representation, as well as other justified expenses incurred by the Publisher in connection with the satisfaction of claims of third parties.

5.2. The Advertiser declares that he possesses the appropriate rights, in particular, copyright or licences that entitle him to make use of the advertising materials submitted for publication and of the information, data, fragments of works of art, images, trademarks, decorative patterns or other elements contained in the advertising materials that are protected by law.

5.3. The Advertiser further declares that the advertising campaign he is ordering will comply with applicable law and that it does not infringe upon copyright or related rights, the rights of third parties, or public morals, that it does not constitute an act of unfair competition.

5.4. Publisher reserves the right to reject or suspend the publication of advertisements on the Publisher's website:

- if they could negatively affect the nature or style of the website
- if they could negatively affect the Publisher's image or reputation
- if they are contrary to law – if they infringe upon the rights of third parties or if there are reasonable grounds to believe that they may infringe upon the law or the rights of third parties
- if their content or form is considered annoying or harmful to users
- if their content is contrary to the Publisher's editorial policy or interests.

5.5. Advertisements should not imitate or simulate any elements of the web pages on which they will be displayed and should be readily recognisable as advertisements. Exceptions to the above rule are admissible; however, they shall require Publisher's consent on each occasion. Publisher reserves the right to additionally mark advertisements with words and phrases such as reklama ('advertisement'), ogłoszenie płatne ('paid announcement'), sponsor, link sponsorowany ('sponsored link') or with their equivalents.

5.6. An advertisement cannot include a statistical survey or any questionnaires, nor can it in any way encourage viewers to participate in a survey. Exceptions to the above rule are admissible; however, on each such occasion Publisher's consent must be obtained prior to the launching of the campaign.

5.7. Should an advertisement, based on its content, be recognised as an advertisement of alcoholic beverages within the meaning of the Act of October 26th, 1982 on Education in Temperance and Counteracting Alcoholism (see Dziennik Ustaw [Journal of Laws] 2016.487 as amended), and the Advertiser did not specify it as such in the insertion order (i.e. the Advertiser chose 'No' in the field 'Does the order include beer advertising?'), Publisher shall be entitled to charge the Advertiser an extra fee in the amount of 12 (twelve) % of the gross value of the advertisement. This does not preclude Publisher from seeking possible additional compensation on general terms.

6. Functionality of creatives

6.1. It is not permitted to make use in advertisements of operational elements whose function, following from their form, label or convention, is inconsistent with the message they carry or if their action is atypical. And in particular:

- a) it is not permitted to make use in advertisements of basic system buttons, such as: 'Zamknij' (Close), 'OK' or icons for minimising and closing windows if their action is different from their usual function;
- b) the functions performed by buttons used in advertisements should be consistent with the messages they exhibit, e.g. buttons that look like a fill-in form, scroll-down list, or check-box must not redirect the viewer to the Customer's web page or perform another function that is inconsistent with their standard function;
- c) it is not permitted to publish advertisements in the form of system messages or warnings as well as in a form imitating an element of the web portal page.

6.2. Animation may be freely used in graphic advertisements, provided it meets the following requirements:

- a) the maximum size limits established for these advertising forms are not exceeded.

6.4. Sponsorship

Sponsored web sites and pages remain the Publisher's property. Regardless of the visible identification of the sponsor, the user experience principles adopted by a given website or portal must be observed. The publication of sponsor advertisements on the web portal pages is subject to the following rules:

- a) the general shape and artistic concept of the permanent page elements must be preserved;
- b) sponsorship cannot affect the operation and architecture of the website;
- c) changes in the operation and architecture of the website may be introduced without the sponsor's consent during the sponsorship period, if such changes do not affect the manner in which the sponsor's brand is presented;
- d) the main background may be changed, provided that the colour is not excessively irritating and that the legibility of the website will not be significantly reduced;
- e) watermarks/wallpapers that constitute part of the sponsorship are only permissible outside of the page content area.

7. Data collection

7.1. The use of scripts that track user interaction is forbidden.

7.2. Advertisements may not alter or read cookies.

7.3. In the course of a campaign, the Advertiser may collect data about the users of Publisher for his own purposes. Each time, prior to collecting user data, the Advertiser must obtain Publisher's consent and provide it with the following information:

- what kind of data will be collected
- for what purpose they will be used,
- how long they will be stored,
- whether any third parties will have access to the data and if so, who these third parties are, in what scope and in what way they will be able to use the data.

7.4. Based on above information, Publisher gives its consent to the collection and use of user data. The Advertiser guarantees that no data collected in connection with a campaign run on the Publisher's web pages will be used for any purposes other than those for which they have been collected.

7.5. Without Publisher's consent, data collected by the Advertiser may not be used for campaign re-targeting or any other kind of user identification in other campaigns of the Advertiser.

8. Technical conditions

8.1. All the advertisements submitted for publication on the Publisher's web pages should meet the requirements set forth in the present Terms and Conditions and in the technical specification for advertisements that are published by the rankingmlm.com. Publisher may check an advertisement for compliance with the above-mentioned specifications and prevent or interrupt its publication if the above conditions are not met. The publication of an advertisement on the Publisher's web pages does not automatically mean that Publisher has confirmed its conformity with the applicable advertising specification.

8.2. A complete technical specification of all advertising forms along with the guidelines for creating advertisements is available in a separate document titled "Technical specification of advertising at rankingmlm" that can be found at <https://rankingmlm.com/wp-content/uploads/2019/08/Technical-specification-of-advertising-at-rankingmlm-3s.pdf> . In special cases, please get in touch with the Advertising Department of Publisher