

GPM Sp. z o.o.

TERMS AND CONDITIONS OF ELECTRONIC SERVICES

GPM Affiliate & Performance Marketing Platform

Platform URL: <https://mainaff.com>

Contact: info@gpmarketing.eu

Registered office: ul. Długa 29, 00-238 Warsaw, Poland

KRS: 0001159825 | NIP: 5253037786

§ 1. Definitions

For the purposes of these Terms and Conditions, the following terms shall have the meanings set out below:

"GPM" – the affiliate programme operated by the Operator in accordance with these Terms and Conditions, made available to Publishers and Advertisers through the Platform (website).

"Form" – an online form that may be made available by an Advertiser or its business partner within a given Campaign, through which a prospective Client may submit a Lead or enter into a contract with the Advertiser or its business partner for the supply of a Product.

"Campaign" – a marketing campaign organised by an Advertiser through which the Advertiser may make Creative Materials available to Publishers via GPM for publication on Communication Channels, enabling prospective Clients to submit Leads or enter into product supply contracts. In specified cases, Publisher participation may also involve direct electronic communications (e.g. email or telephone) with prospective Clients, subject to the conditions set out in these Terms and Conditions.

"Client" – an individual who performs the intended action within a Campaign – in particular by submitting a Lead via a Form or by entering into a contract with the Advertiser or its business partner for the supply of a Product.

"Code" – the verification code provided under GPM, attached to a link directing prospective Clients from a Creative Material to a Form or other destination, enabling the Operator to track Publisher activity within a Campaign and to calculate Publisher remuneration on that basis.

"Account" – an individual profile of a Publisher or Advertiser on the Platform.

"Conversion" – the completion by a prospective Client of the intended action within a given Campaign through a Creative Material published on a Publisher's Communication Channel – including in particular the submission of a Lead or the conclusion of a contract for the supply of a Product.

"Creative Material" – any content, materials or works promoting the Advertiser's brand or Products (or those of its business partners), including in particular banners, buttons or other advertising elements published on websites, as well as links directing users to Forms, made available by the Advertiser within GPM for publication by Publishers on Communication Channels.

"Lead" – a set of information relating to an identified individual, including declarations of intent and knowledge submitted through a Form, as well as system, statistical and behavioural data collected during the use of Creative Materials or completion of Forms – gathered in particular for the purpose of processing a product application or for statistical analysis.

"Operator" – GPM Sp. z o.o., a limited liability company with its registered office in Warsaw (00-238), ul. Długa 29, registered in the Register of Entrepreneurs of the National Court Register under KRS number 0001159825, whose records are held at the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register; NIP: 5253037786; share capital: PLN 5,000; classified as a large entrepreneur within the meaning of the Act on Counteracting Excessive Delays in Commercial Transactions; email: info@gpmarketing.eu.

"Communication Channel" – any communication medium operated by a Publisher through which the Publisher may publish Creative Materials, including in particular the Publisher's own websites.

"Product" – any product or service offered to prospective Clients within a Campaign by an Advertiser or its business partner.

"Report" – information on Campaign performance delivered by the Advertiser within GPM within the timeframe and on the terms set out in these Terms and Conditions, specifying in particular the number and value of Conversions achieved by the Publisher during the reporting period.

"Terms and Conditions" – this document together with all its annexes, setting out in particular the conditions under which the Operator operates GPM and the rights and obligations of its participants.

"Advertiser" – an entity that may operate a Campaign within GPM on its own behalf or on behalf of one or more of its business partners, and that makes at least one Creative Material available to

Publishers for that purpose. An Advertiser may participate in GPM by accepting these Terms and Conditions or under a separate agreement. The Operator may also act as an Advertiser when running Campaigns for its own Products.

"Platform" – the GPM website available at <https://mainaff.com>.

"Artificial Traffic" – the generation of fictitious traffic in relation to Creative Materials within a Campaign – including in particular by means of devices, IT systems or software, or through human actions – such as generating fictitious Leads (e.g. by providing false data or data relating to individuals who have no genuine interest in concluding a product contract with the Advertiser), or any other activity inconsistent with the purpose of GPM, aimed in particular at artificially inflating Conversion figures.

"Publisher" – an entity participating in GPM in accordance with these Terms and Conditions, holding the right to operate a Communication Channel and to publish Creative Materials through that Channel.

§ 2. Preliminary Provisions

- 2.1 In accordance with applicable regulations on the provision of electronic services, the Operator establishes these Terms and Conditions for the purpose of, among other things, defining the conditions under which the Operator provides electronic services consisting of organising and operating GPM.
- 2.2 The operation of GPM and the participation of Publishers and Advertisers in GPM are governed by these Terms and Conditions.
- 2.3 The Operator communicates with Advertisers and Publishers in Polish or English.
- 2.4 Unless these Terms and Conditions provide otherwise, each Publisher may communicate with the Operator:
 - electronically – by email: info@gpmarketing.eu;
 - in writing – at the address: GPM Sp. z o.o., ul. Długa 29, 00-238 Warsaw, Poland, marked: 'GPM'.
- 2.5 Unless these Terms and Conditions provide otherwise, the Operator may communicate with Advertisers and Publishers electronically or in writing. Unless otherwise required by these Terms and Conditions or applicable law, the Operator's primary means of communication is email.

§ 3. Type and Scope of Electronic Services

- 3.1 The Operator provides the following electronic services in accordance with these Terms and Conditions:
 - organising and operating GPM;
 - enabling Advertisers to participate in GPM – as set out in Section 3.2;
 - enabling Publishers to participate in GPM – as set out in Section 3.3.
- 3.2 Services provided to Advertisers consist in particular of:
 - enabling management of, or access to, the Advertiser's Account;
 - providing the Advertiser with GPM functionalities, including in particular: making Creative Materials available to Publishers within Campaigns run by the Advertiser (or its business partners) in accordance with § 4 and subject to prior confirmation by the Operator; tracking Campaign performance and Conversions; confirming Conversions (where the intended Client action is to enter into a product supply contract); storing and publishing within the Advertiser's Account all relevant information and data, including Campaign data, Conversions obtained, performance reports and remuneration due to the Operator; and providing access to any other GPM or Account functionalities available to the Advertiser via the Platform.
- 3.3 Services provided to Publishers consist in particular of:
 - enabling management of, or access to, the Publisher's Account;

- providing the Publisher with GPM functionalities, including in particular: allowing the Publisher to join Advertiser Campaigns after approval by the Operator in accordance with § 5; using Creative Materials made available by Advertisers on Communication Channels; tracking Campaign performance and Conversions; storing and publishing within the Publisher's Account all relevant information and data, including Campaign data, Conversions achieved, performance reports and Publisher commissions; and providing access to any other GPM or Account functionalities available to the Publisher via the Platform.

§ 4. Advertiser Campaign Operations

- 4.1** Advertiser Campaigns within GPM are conducted in accordance with the following conditions:
- 4.1.1** The Advertiser uploads a Creative Material to the Platform, which is then tested by the Operator.
- 4.1.2** The Operator will approve the Advertiser's Creative Material through the Platform. The Operator reserves the right to: (i) verify the proper functioning of the Creative Material and its compliance with these Terms and Conditions; and (ii) refuse to make the Creative Material available within GPM, in particular where the Creative Material or the Advertiser is found to be in breach of these Terms and Conditions.
- 4.1.3** The Advertiser declares that, from the moment of uploading a Creative Material that constitutes a work within the meaning of applicable copyright law to the Platform, the Advertiser will be fully authorised to grant the Operator and Publishers the right to use that Creative Material on the terms set out in these Terms and Conditions.
- 4.1.4** From the moment a Creative Material is uploaded to the Platform, the Advertiser grants the Operator a non-exclusive licence to use it for the purposes of the Campaign to which it has been uploaded, on the following fields of exploitation:
- entering, recording and reproducing the Creative Material in digital form, including in particular in computer memory;
 - publicly disseminating, playing, displaying and making available the Creative Material via the Internet so that it may be accessed at any time and place of the user's choosing – including in particular via Publishers' Communication Channels;
 - broadcasting and receiving the Creative Material via wired or wireless transmission, by terrestrial station or satellite, and via the Internet or other WAN or WLAN networks.
- 4.1.5** The Advertiser grants the Operator the right to sublicense to Publishers who join the Campaign the use of the Creative Material on the fields of exploitation listed in Section 4.1.4 above.
- 4.1.6** The licence and sublicense expire on the date the Campaign using the relevant Creative Material ends, or on the date the Creative Material is removed from the Platform following prior contact by the Advertiser with the Operator.
- 4.1.7** In addition, upon joining GPM, the Advertiser grants the Operator a non-exclusive licence to use the Advertiser's logo within the Platform on the fields of exploitation set out in Section 4.1.4 above.
- 4.1.8** Where a Campaign involves the Advertiser collecting personal data of prospective Clients submitted directly on the Communication Channel, this must be indicated on the Platform and a separate data processing agreement must be concluded with the relevant Publishers.
- 4.1.9** Where the Campaign involves the Publisher conducting email or telephone communications with prospective Clients, the Advertiser must include alongside the Creative Material all information or data necessary for Publisher participation in that Campaign.

§ 5. Publisher Participation in Campaigns

- 5.1** Publisher participation in an Advertiser's Campaign is conducted in accordance with the following conditions:

- 5.1.1** To join a Campaign, a Publisher may, through the Platform's functionalities, select an available Campaign and notify the Operator of their intention to participate.
- 5.1.2** The Operator will approve a Publisher's participation request through the Platform. The Operator reserves the right to: (i) verify the Publisher and whether they meet the Campaign's eligibility criteria before making a decision; and (ii) refuse participation or withdraw approval and remove the Publisher from a Campaign without giving reasons – in particular where the Publisher fails to meet the Campaign criteria or has previously breached these Terms and Conditions or the terms of a Campaign.
- 5.1.3** Where the Campaign involves the Publisher publishing Creative Materials on Communication Channels:
- The Publisher shall publish the selected Creative Materials on their Communication Channels in accordance with the requirements specified for those Creative Materials on the Platform.
 - Each Creative Material will contain a Code enabling the Operator to track prospective Client activity related to that Creative Material.
 - The Publisher may not make any modifications to Creative Materials provided through GPM – including any changes to the Code – nor publish them other than in accordance with these Terms and Conditions and the rules set out on the Platform, unless the Publisher obtains the prior written consent of the Operator or Advertiser, or unless modifications are expressly permitted under the Campaign terms set out on the Platform.
- 5.1.4** Where, as a result of publishing a Creative Material on a Communication Channel, the Publisher collects or processes personal data of prospective Clients as a data controller, or transfers such data to third parties, the Publisher undertakes to obtain the appropriate consent from the data subjects and to process such data in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation, 'GDPR').
- 5.1.5** Where the Campaign involves the Publisher conducting email or telephone communications with prospective Clients:
- Prior to commencing the Campaign, the Publisher may access all necessary information or data made available through the Platform's functionalities.
 - The Publisher shall conduct the Campaign strictly in accordance with the Campaign terms set out on the Platform and in these Terms and Conditions – in particular Sections 11.4 and 11.5.
 - The Publisher may not modify any of the information or data referred to in this Section 5.1.5, nor communicate to prospective Clients any information other than that permitted under the relevant Campaign terms or these Terms and Conditions.
- 5.2** Full GPM functionality, as well as detailed rules of use and detailed Campaign participation terms, are made available to Publishers through the Platform.

§ 6. Publisher Remuneration

- 6.1** In consideration for Campaign activities – including making Communication Channels available for Creative Material publication, distributing Creative Materials to prospective Clients via Communication Channels, or conducting email or telephone communications – the Publisher shall be entitled to receive remuneration from the Operator for Conversions achieved, based on the rates specified per Campaign on the Platform.
- 6.2** Publisher remuneration is determined on the basis of the number and value of Conversions achieved by the Publisher as confirmed in the Report delivered by the Advertiser. The following billing models may apply:
- 6.2.1** CPL (Cost per Lead) – a Conversion is counted when a Client submits a Lead via the Advertiser's Form (to which the Client was directed as a result of the Publisher's activities) and the Lead is positively validated by the Advertiser.
- 6.2.2** CPS (Cost per Sale) – a Conversion is counted when a Client concludes a contract for the supply of the Advertiser's (or its business partner's) Product (including a sales contract) as a result of the Publisher's activities and this is positively validated by the Advertiser.

- 6.2.3** CPA (Cost per Action) – a Conversion is counted when a Client correctly performs the action specified in the Creative Material within the Campaign and this is positively validated by the Advertiser.
- 6.2.4** CPC (Cost per Click) – a Conversion is counted for each click by Clients on a Creative Material published on the Publisher's Communication Channel, provided the click does not constitute Artificial Traffic and is confirmed by the Advertiser.
- 6.2.5** CPM (Cost per Mille) – a Conversion is counted when a specified number of actions within the Campaign is performed by the Publisher (e.g. sending an email) or by the Client (e.g. a Creative Material impression on the Publisher's Communication Channel).
- 6.3** The value of Conversions achieved by the Publisher is calculated, subject to Section 6.5.1. - 6.5.2, after the Campaign concludes, on the basis of Reports submitted by Advertisers and upon the Operator receiving payment from the Advertiser.
- 6.4** The settlement of Conversions achieved by the Publisher will be posted by the Operator to the Publisher's Account on the Platform.
- 6.5** Where the Conversion value set out in the settlement referred to in Section 6.4:
- 6.5.1** equals or exceeds PLN 100 net – the Publisher shall become entitled to payment of remuneration in accordance with Section 6.6;
- 6.5.2** is less than the amount referred to in Section 6.5.1 – the value will be carried forward and will only be settled once the Publisher's cumulative Conversion value equals or exceeds the threshold in Section 6.5.1, at which point Section 6.6 will apply.
- 6.6** Once the Publisher becomes entitled to remuneration under Section 6.5, the Operator shall pay the Publisher an amount equal to the Conversion value accrued, within 30 days of receiving the appropriate accounting document (e.g. VAT invoice or bill of account) from the Publisher. The Publisher shall issue such document on the basis of the settlement referred to in Section 6.4 and deliver it electronically via the Platform.
- 6.7** If the Publisher becomes entitled to remuneration under Section 6.5 but fails to deliver an accounting document or fails to meet other requirements of this Section before the applicable limitation period for the payment claim expires, the right to payment shall lapse.
- 6.8** Upon termination or expiry of the electronic services agreement between the Publisher and the Operator prior to the Publisher becoming entitled to payment under Section 6.5, the Operator shall pay the Publisher the Conversion value accrued up to the date of termination or expiry, within 30 days of receiving the appropriate accounting document issued and delivered by the Publisher in accordance with Section 6.5.
- 6.9** The Publisher shall not be entitled to remuneration for Conversions obtained in breach of applicable law or these Terms and Conditions – including in particular through Artificial Traffic. The Operator reserves the right to suspend payment of remuneration where there are reasonable grounds to suspect that the Publisher has obtained Conversions in breach of applicable law or these Terms and Conditions (including through Artificial Traffic), pending resolution of the matter.
- 6.10** The Publisher is solely responsible for settling all applicable public-law obligations arising from remuneration received under cooperation with the Operator, including taxes and social insurance contributions.
- 6.11** The Operator accepts accounting documents (VAT invoices, bills of account) in electronic form, provided they are delivered via the Platform's functionalities or by email to info@gpmarketing.eu.
- 6.12** In respect of Publishers that are foreign entities and active VAT taxpayers, the PLN 100 threshold referred to in Section 6.5.1 is a net amount (exclusive of VAT). Where remuneration is to be paid by international bank transfer, the Operator is entitled to deduct from the payment any bank charges incurred by the Operator for the international transfer. The Operator will only execute payment where the remuneration due exceeds the amount of any such bank charges.
- 6.13** For settlement purposes, and prior to issuing the first accounting document, the Publisher shall complete the verification and authentication process in accordance with the conditions available on the Platform, failing which payment may be withheld. The Publisher shall in particular make available and permit verification of the following documentation (where applicable):
- 6.13.1** A current extract from the National Court Register of Entrepreneurs or equivalent commercial registry in the Publisher's country of incorporation;
- 6.13.2** A copy of the statistical number certificate (REGON or equivalent), if applicable;

- 6.13.3** A copy of the tax identification number decision (NIP or equivalent EU member state tax identification number);
- 6.13.4** A copy of VAT registration confirmation (for active VAT registered entities);
- 6.13.5** Foreign Publishers must also provide a current tax residency certificate issued by the competent tax authority. Failure to provide this document will result in the Operator withholding tax at source at the rate of 20% in accordance with applicable Polish tax regulations, and remitting 80% of the net remuneration to the Publisher's bank account.

§ 7. Operator Remuneration Payable by Advertisers

- 7.1** In consideration for Campaign operations within GPM, the Advertiser shall pay the Operator the following remuneration (all amounts net of applicable taxes):
- 7.1.1** A one-time flat fee as specified on the Platform, payable for enabling the Creative Material to be added to the Platform;
- 7.1.2** Performance-based remuneration calculated under the following billing models (proposed on a net basis at the time the Creative Material is added to the Platform):
- CPL (Cost per Lead) – as defined in Section 6.2.1 above;
 - CPS (Cost per Sale) – as defined in Section 6.2.2 above;
 - CPA (Cost per Action) – as defined in Section 6.2.3 above;
 - CPC (Cost per Click) – as defined in Section 6.2.4 above;
 - CPM (Cost per Mille) – as defined in Section 6.2.5 above.
- 7.2** The Operator may at its sole discretion waive the flat fee referred to in Section 7.1.1 or credit it against the performance-based remuneration referred to in Section 7.1.2.
- 7.3** The flat fee referred to in Section 7.1.1 will be invoiced by the Operator following the integration and launch of the relevant Advertiser Campaign within GPM.
- 7.4** Remuneration calculated under the CPL and CPA models referred to in Section 7.1.2 is settled on a monthly basis and is payable by the Advertiser for each month in which a Campaign was active.
- 7.5** Remuneration calculated under the CPS model referred to in Section 7.1.2 is settled on a monthly basis for the duration of the Campaign and for such additional period as is necessary for the validation of Conversions recorded on the Platform, not exceeding three months from the date the Client action was recorded on the Platform.
- 7.6** For the periods referred to in Sections 7.4 and 7.5, the Advertiser shall deliver to the Operator through the Platform a monthly Report – i.e. no later than the 10th day of the month following the settlement month – in which the Advertiser must confirm or reject (with reasons) Conversions recorded on the Platform. Where a Client action recorded on the Platform is neither accepted nor rejected within three months of first appearing on the Platform, all such recorded Client actions shall be deemed accepted Conversions and remuneration shall be payable accordingly. Remuneration is calculated on the basis of the number of Conversions achieved in the month covered by the Report, at the agreed rates.
- 7.7** On the basis of the Reports, the Operator shall issue invoices for remuneration due for Campaign management services no later than the 15th day of the month following the settlement month.
- 7.8** Payment shall be made by bank transfer to the Operator's account indicated on the invoice, within 14 days of the invoice date.
- 7.9** All amounts stated on the Platform are net amounts. Applicable VAT will be added to all remuneration.
- 7.10** The Advertiser hereby accepts the receipt of invoices from the Operator in electronic form in accordance with applicable VAT regulations.

§ 8. Conditions for the Provision of Electronic Services

- 8.1 The Operator provides electronic services exclusively to Advertisers and Publishers who have entered into an electronic services agreement with the Operator in accordance with § 12 of these Terms and Conditions, including by registering an Account on the Platform and accepting these Terms and Conditions.
- 8.2 Following successful Account registration and conclusion of the electronic services agreement, the Publisher or Advertiser is granted access to GPM.
- 8.3 Publisher use of the Platform's functionalities is free of charge.
- 8.4 Publisher remuneration payable by the Operator is calculated on the basis of Conversions, in accordance with §§ 6 and 7 of these Terms and Conditions.
- 8.5 Operator remuneration payable by Advertisers is calculated on the basis of Conversions, in accordance with § 7 of these Terms and Conditions.
- 8.6 Publishers and Advertisers may only be: (i) adult natural persons with full legal capacity, regardless of whether they carry on a business or professional activity; (ii) legal persons; or (iii) unincorporated entities with legal capacity.
- 8.7 A Publisher or Advertiser that is not a natural person may only be represented in GPM by a duly authorised adult natural person with full legal capacity. Such Publisher or Advertiser bears full responsibility for all acts and omissions of the natural persons representing them.
- 8.8 Publishers and Advertisers are identified on the Platform by means of an individual identifier (email address) and a self-defined password.
- 8.9 Publishers and Advertisers are required to keep their login credentials confidential. In the event of suspected unauthorised access to credentials, the Publisher must immediately notify the Operator by email at the address specified in Section 2.4 and change their password.
- 8.10 In order to receive communications relating to their GPM participation, Publishers and Advertisers provide the Operator with their email address.
- 8.11 The Operator will make every effort to ensure GPM functionalities operate correctly and that the Platform and Accounts remain fully functional. Nothing in these Terms and Conditions entitles a Publisher or Advertiser to demand any changes to the Platform or GPM.
- 8.12 Any changes to the Platform or GPM will be implemented by the Operator in a manner that minimises disruption to normal operations, having regard to the time required for technical implementation and the Operator's actual production capacity. During technical maintenance or updates, the Platform or GPM may be temporarily unavailable. Where possible, the Operator will give advance notice of planned downtime.

§ 9. Technical Requirements

- 9.1 The Operator operates GPM and the Platform electronically via the Internet.
- 9.2 Access to GPM is available through the Platform.
- 9.3 In order to use the Platform properly, Publishers and Advertisers must meet the following minimum technical requirements:
 - an internet-connected device with software capable of rendering web pages (e.g. a web browser);
 - an active email account;
 - an active internet connection.
- 9.4 Each Publisher and Advertiser is solely responsible for the costs of internet access and data transmission in accordance with their own service provider's tariff.

§ 10. Prohibited Content and Conduct

- 10.1** Publishers and Advertisers undertake to use the Platform in a manner consistent with these Terms and Conditions, applicable law and generally accepted principles of fair conduct.
- 10.2** The provision of unlawful content is prohibited. In particular, neither Advertisers nor Publishers may publish on the Platform any content that:
- 10.2.1** is obscene, offensive or contrary to public morality, including pornographic, racist or violent content;
- 10.2.2** violates applicable law or the rights of third parties;
- 10.2.3** damages the reputation, honour or good standing of other Publishers, Advertisers or the Operator.
- 10.3** Each Publisher and Advertiser bears full responsibility for:
- 10.3.1** all content published by them on the Platform or through GPM functionalities;
- 10.3.2** the accuracy of all data submitted by them on the Platform or through GPM functionalities;
- 10.3.3** their use of Platform or GPM functionalities;
- 10.3.4** (in the case of Publishers) all content published on Communication Channels made available through GPM.
- 10.4** Neither Publishers nor Advertisers may process third-party personal data through GPM or the Platform (including within their Account) without appropriate legal authorisation. In particular, where a Publisher's Campaign participation involves email or telephone communications with prospective Clients, the Publisher undertakes – and bears full responsibility for ensuring – that:
- 10.4.1** it contacts only individuals who have given appropriate consent to such contact, including in particular:
- consent to the use of telecommunications terminal equipment and automated calling systems for sending commercial communications, including direct marketing, in accordance with applicable telecommunications law;
 - consent to the processing of personal data in accordance with the GDPR and applicable national data protection legislation;
- 10.4.2** the content, information and consents it provides or obtains are strictly within the scope agreed by the parties in the Campaign terms, Creative Materials, Forms or other mutual arrangements.
- 10.5** Publishers are prohibited from delivering to third parties in the course of Campaign activities or through GPM:
- 10.5.1** commercial communications to recipients who have not consented thereto in accordance with Section 10.4.1;
- 10.5.2** unlawful content as described in Section 10.2.
- 10.6** A Publisher publishing Creative Materials on a Communication Channel within GPM undertakes – and bears full responsibility for ensuring – that:
- 10.6.1** it holds all rights necessary to operate the Communication Channel, including the right to publish Creative Materials thereon;
- 10.6.2** the Communication Channel does not host any unlawful content, any content infringing the rights of third parties, the Advertiser or the Operator, or any obscene, offensive or morally objectionable content (including pornographic, racist or violent content);
- 10.6.3** no viruses, trojans, worms or other malicious software are distributed through the Communication Channel;
- 10.6.4** the publication of Creative Materials on the Communication Channel does not damage the reputation of the Advertiser, its business partners or the Operator;
- 10.6.5** it complies with the licence terms for Creative Materials set out in Sections 4.1.4–4.1.5 of these Terms and Conditions.
- 10.7** Publishers are prohibited from promoting Creative Materials through electronic communications (including email or telephone) unless the Campaign terms expressly permit such communications.

- 10.8** Publishers are prohibited from misleading third parties – including Clients and prospective Clients – as to the nature of the relationship between the Publisher and the Operator, Advertiser or its business partners. In particular, Publishers may not suggest or imply the existence of any agency, mandate or similar relationship with the Operator, Advertiser or its business partners. No such relationship exists, and neither the Operator, Advertiser nor its business partners authorise the Publisher to act on their behalf.
- 10.9** The Publisher undertakes that neither it nor any entities or persons acting on its behalf or with its knowledge will generate Artificial Traffic.
- 10.10** The Operator may suspend the Publisher's participation in any or all Campaigns, or direct the Publisher to cease displaying any or all Creative Materials on any or all Communication Channels, where the Publisher breaches these Terms and Conditions – in particular the obligations set out in this Section, including the generation of Artificial Traffic – or where the Publisher's Communication Channel or the manner in which Creative Materials are displayed thereon breaches applicable law, public morality, third-party rights, or the reputation of the Advertiser or the Operator.
- 10.11** The Operator reserves the right to audit Communication Channels operated by Publishers for compliance with applicable law, these Terms and Conditions, and the technical integrity of the Creative Material display.

§ 11. Illegal Content and Content Moderation

- 11.1** Subject to the specific provisions of these Terms and Conditions, the Operator does not undertake proactive monitoring or filtering of content provided by Advertisers or Publishers, nor does it interfere with the substance of such content. This provision does not, however, preclude such activity where undertaken in response to a notification of illegal content under Section 11.4 or pursuant to an order of a competent authority.
- 11.2** Where illegal content is submitted or published on the Platform and this is detected by the Operator on its own initiative, in response to a notification under Section 11.4, or pursuant to a competent authority order, the Operator may take the measures set out in Sections 11.8–11.13 below.
- 11.3** The Operator aims to verify alleged illegal content in a non-arbitrary, objective and diligent manner. For this purpose, the Operator may also seek the opinion of professional advisers.

Notification of Illegal Content

- 11.4** Any natural person or legal entity may notify the Operator of the presence on the Platform of specific content which they consider to be illegal. 'Illegal content' means information that is contrary to applicable law.
- 11.5** Such notifications may be submitted electronically to the address specified in Section 2.4.
- 11.6** A notification must include:
- 11.6.1** a sufficiently reasoned explanation of the grounds on which the person or entity alleges that the relevant content constitutes illegal content;
- 11.6.2** a clear indication of the precise electronic location of the content, such as the exact URL(s), together with any additional information enabling identification of the illegal content, having regard to the type of content and the type of service;
- 11.6.3** the name and email address of the person or entity making the notification (except where the notification concerns content alleged to relate to child sexual abuse offences, child pornography or child solicitation offences, or incitement, aiding and abetting and attempt in relation to such offences);
- 11.6.4** a statement confirming the good faith belief of the notifying party that the information and allegations contained in the notification are accurate and complete.
- 11.7** Where a notification includes the electronic contact details of the notifying party, the Operator shall, without undue delay, send confirmation of receipt of the notification and notify the party of its decision regarding the notified content, together with information about available appeal mechanisms.

Handling of Illegal Content

- 11.8** The Operator shall provide all interested parties with clear and specific reasons for any of the following restrictions imposed on the grounds that content provided or published on the Platform is illegal or contrary to these Terms and Conditions:
- 11.8.1** restrictions on the visibility of specific content, including removal, blocking access to, or de-ranking of content;
 - 11.8.2** suspension, termination or other restriction of monetary payments;
 - 11.8.3** partial or full suspension or termination of the service;
 - 11.8.4** suspension or closure of an Advertiser's or Publisher's Account.
- 11.9** Decisions to apply the measures referred to in Section 11.8 are not made in an automated manner.
- 11.10** Section 11.8 applies only where the Operator has the relevant electronic contact details and applies from the date the restriction is imposed, regardless of the reason for or means by which it was imposed.
- 11.11** The obligation to provide reasons under Section 11.8 does not apply where the content in question constitutes high-volume misleading commercial content – including in particular content disseminated through deliberate manipulation of the service, such as the use of bots, fake accounts or other dishonest methods of using GPM.
- 11.12** The statement of reasons referred to in Section 11.8 must contain at least the following:
- 11.12.1** an indication of whether the decision concerns removal, blocking access to, de-ranking or restricting the visibility of content, suspension or termination of monetary payments, or other measures under Section 11.8; and, where applicable, the territorial scope and duration of the decision;
 - 11.12.2** the facts and circumstances on which the decision is based, including whether the decision was made on the basis of a notification or the Operator's own-initiative review and, where strictly necessary, the identity of the notifying party;
 - 11.12.3** where applicable, information on the use of automated tools in the decision-making process;
 - 11.12.4** where the decision relates to potentially illegal content, the legal basis for the decision and reasons why the content is considered illegal;
 - 11.12.5** where the decision is based on alleged non-compliance with the Platform's terms of use, the contractual basis and the reasons for non-compliance;
 - 11.12.6** clear and accessible information on available appeal mechanisms, including in particular the internal appeals process under Sections 11.14–11.18, out-of-court dispute resolution and judicial remedies.
- 11.13** Sections 11.8–11.12 do not apply where an action order relating to specific illegal content has been issued by a competent national judicial or administrative authority under applicable EU law or national law consistent with EU law.

Appeals

- 11.14** An Advertiser or Publisher against whom measures under Section 11.8 have been taken may appeal the Operator's decision.
- 11.15** An appeal may be submitted within 14 days of receipt of the decision referred to in Section 11.8, either:
- 11.15.1** by email to info@gpmarketing.eu; or
 - 11.15.2** in writing to the Operator's address set out in Section 2.4.
- 11.16** An appeal must include:
- the full name or company name of the appellant;
 - contact details;
 - a full statement of the reasons why the appellant considers the decision to be incorrect.
- 11.17** The Operator will acknowledge receipt of the appeal (preferably by email where possible).
- 11.18** Appeals will be resolved within fourteen business days of receipt.

Notification of Suspected Criminal Offences

- 11.19** Where the Operator obtains any information giving rise to a reasonable suspicion that a criminal offence involving a threat to the life or safety of a person or persons has been, is being or may be committed, the Operator shall immediately notify the relevant law enforcement or judicial authorities and provide all available information in that regard.

§ 12. Formation and Termination of the Electronic Services Agreement

- 12.1** The electronic services agreement between the Operator and a Publisher or Advertiser is formed upon – and conditional on – the Publisher's or Advertiser's proper registration on the Platform in accordance with these Terms and Conditions, including confirmation of having read and accepted these Terms and Conditions. The agreement is a framework agreement concluded for an indefinite term.
- 12.2** Creating an Account on the Platform requires the Publisher to provide:
- 12.2.1** an email address, which also serves as the Platform login;
 - 12.2.2** a password, which also serves as the Platform access password.
- 12.3** Each Publisher may hold only one Publisher Account on the Platform but may participate in any number of Campaigns through that Account.
- 12.4** Each Advertiser may hold only one Advertiser Account on the Platform but may run any number of Campaigns through that Account.
- 12.5** An Account may be cancelled and the electronic services agreement terminated at any time, without giving reasons, in the following manner:
- 12.5.1** by submitting a notice to the Operator;
 - 12.5.2** the notice referred to above shall be sent by email to the address specified in Section 2.4 or by post to the Operator's address set out in Section 2.4, and takes effect on the date of its receipt by the Operator;
 - 12.5.3** upon receiving the notice, the Operator will promptly close the Account, thereby revoking access to the Account on the Platform and all information contained therein.
- 12.6** The Operator is entitled to terminate the electronic services agreement with immediate effect in the event of:
- 12.6.1** a breach of these Terms and Conditions, in particular the provisions of § 11;
 - 12.6.2** a Publisher failing to achieve any Conversion, or achieving a cumulative gross Conversion value not exceeding PLN 50, within 12 months of the date of the agreement.
- 12.7** Termination by the Operator under Section 12.6 shall be effected by notice sent by email to the address registered on the Platform. The Operator will promptly close the Account, thereby revoking access to the Account on the Platform and all information contained therein.
- 12.8** The Operator is also entitled to terminate the electronic services agreement on one calendar month's notice, effective at the end of a calendar month, by notice sent by email. Upon such termination, the Operator will close the Account and revoke access to the Account and all information therein upon expiry of the notice period.
- 12.9** A Publisher or Advertiser who is a consumer has the right to withdraw from the electronic services agreement within fourteen days of the date of its conclusion, without giving reasons, by submitting a declaration to the Operator. The withdrawal notice may be sent to the Operator by email at the address specified in Section 2.4, or submitted in writing using the form constituting Annex No. 1 to these Terms and Conditions.
- 12.10** The Operator shall promptly send the Publisher or Advertiser who is a consumer confirmation of receipt of the withdrawal notice on a durable medium (by email).

§ 13. Complaints Procedure

- 13.1** Complaints may be submitted in respect of the Operator's conduct of GPM or provision of Platform functionalities in a manner inconsistent with these Terms and Conditions.
- 13.2** A complaint must include the complainant's identification details and a concise description of the grounds for the complaint. If a complaint is incomplete, the Operator may request further information or clarification.
- 13.3** Complaints may be submitted electronically to the email address specified in Section 2.4, or by post to the Operator's address set out in Section 2.4.
- 13.4** Complaints will be resolved promptly and in any event within 14 days of receipt.
- 13.5** In particularly complex cases that prevent resolution within the timeframe specified in Section 13.4, the Operator will explain the reasons for the delay, identify the circumstances that need to be established, and indicate an estimated resolution date, which may not exceed 30 days from the date of receipt of the complaint.
- 13.6** Responses to complaints will be provided in writing or on another durable medium. Where possible, the Operator will use the same communication channel as that used to submit the complaint, provided a durable medium response is available through that channel.
- 13.7** The complaints procedure does not affect rights available under applicable law. Publishers and Advertisers are entitled to bring proceedings against the Operator before the competent courts. Jurisdiction for disputes arising from this electronic services agreement is determined in accordance with applicable civil procedure rules.
- 13.8** Publishers and Advertisers who are consumers may also use out-of-court dispute resolution mechanisms, including the EU Online Dispute Resolution platform at ec.europa.eu/odr.
- 13.9** Without prejudice to consumer rights provided by applicable law, this electronic services agreement is governed by Polish law, and any disputes arising thereunder shall be resolved by Polish courts.
- 13.10** The following circumstances do not constitute valid grounds for a complaint:
- 13.10.1** improper functioning of the Publisher's or Advertiser's hardware or web browser;
- 13.10.2** improper functioning of telecommunications infrastructure or systems operated by the Publisher's or Advertiser's service providers, over which the Operator had no influence;
- 13.10.3** the Publisher's or Advertiser's own non-compliance with these Terms and Conditions;
- 13.10.4** the provision of incorrect or false data during Platform registration or GPM participation.

§ 14. Personal Data

- 14.1** Personal data of natural persons who are Publishers or Advertisers, or who represent Publishers or Advertisers, submitted at the time of Account registration or during the use of GPM, is stored and processed in the Operator's database. The provision of such personal data is voluntary but necessary for the use of the Platform and GPM.
- 14.2** The controller of personal data of natural persons who are or represent Publishers or Advertisers is the Operator.
- 14.3** The legal basis, purposes and periods of personal data processing, the rights of data subjects and other important information regarding data processing principles are set out in detail in the GPM Sp. z o.o. Privacy Policy, prepared in accordance with Regulation (EU) 2016/679 (GDPR).
- 14.4** For queries regarding personal data processing or to exercise data subject rights under the GDPR, contact the Operator's Data Protection Officer at info@gpmarketing.eu, or in writing at the address specified in Section 2.4, marked: 'Data Protection'.
- 14.5** Recipients of personal data of natural persons who are or represent Publishers or Advertisers may include Advertisers (or their business partners) or Publishers who join a Campaign.
- 14.6** Processing referred to in Section 14.1 will continue until the latest of the following:

- 14.6.1 the date on which the Publisher or Advertiser concerned ceases to use the Platform;
- 14.6.2 Account closure in accordance with Sections 12.5.3, 12.7 or 12.8; or
- 14.6.3 expiry of the limitation period for any mutual claims that may arise in connection with the use of GPM.

§ 15. Intellectual Property

- 15.1 The Operator declares that, from the moment Creative Materials constituting copyright works are made available to Publishers through the Platform, the Operator will be fully authorised to grant Publishers the relevant rights to use such Creative Materials on the terms set out in Section 4.1.4.
- 15.2 From the moment a Creative Material is made available on the Platform, the Operator grants Publishers the right to use that Creative Material on the fields of exploitation specified in Section 4.1.4, but exclusively:
 - 15.2.1 within the Campaign for which the Creative Material has been made available;
 - 15.2.2 on Communication Channels operated by the Publisher; and
 - 15.2.3 in accordance with the terms of use set out on the Platform and in these Terms and Conditions.

§ 16. Liability

- 16.1 To the extent that an Advertiser or Publisher is not acting as a consumer, the parties shall be liable to each other for non-performance or improper performance of their obligations under the electronic services agreement on general principles of applicable law, provided however that neither party shall be liable to the other for loss of profits or indirect loss.
- 16.2 In addition, the Operator shall not be liable for:
 - 16.2.1 non-performance or improper performance of obligations resulting from incorrect or false data submitted by Clients or prospective Clients in Forms, or submitted by unauthorised third parties;
 - 16.2.2 any matter related to contracts entered into by the Advertiser or its business partners with Clients;
 - 16.2.3 any matter related to the content of Creative Materials supplied by the Advertiser or their use within GPM, including in particular any infringement of third-party rights (including intellectual property rights). In the event of such infringement, the Advertiser shall indemnify the Operator in full against all liability towards persons or entities whose rights have been infringed and shall bear all costs associated with such infringement.

§ 17. Final Provisions

- 17.1 These Terms and Conditions are available at: <https://mainaff.com>.
- 17.2 These Terms and Conditions are established by the Operator's Management Board and may be amended for good cause. Good cause includes:
 - 17.2.1 improving the security of the Platform or GPM;
 - 17.2.2 enhancing data protection for Publishers or Advertisers, including personal data protection;
 - 17.2.3 improving Platform or GPM functionality;
 - 17.2.4 increasing the competitiveness of the Platform or GPM relative to comparable services, systems or programmes;
 - 17.2.5 changes in labour costs, external service provider costs or infrastructure costs related to maintaining and operating the Platform or GPM;

- 17.2.6** changes in applicable law or administrative decisions affecting the operation of the Platform or GPM.
- 17.3** Amendments to these Terms and Conditions take effect on the date indicated in the amendment notice, but no earlier than 15 days after the amendment notice is sent to the Operator's last known email addresses of Advertisers or Publishers, or after a notification is sent through their Account on the Platform, subject to Section 17.4 below.
- 17.4** Amendments to these Terms and Conditions are binding on Publishers and Advertisers from the date they take effect, unless the Publisher or Advertiser terminates the electronic services agreement within 15 days of the Operator sending the amendment notice. Termination in such circumstances takes effect upon receipt by the Operator. It is sufficient to send termination by email to the address specified in Section 2.4 by 23:59:59 on the last day of the notice period, clearly indicating that the email constitutes notice of termination of the electronic services agreement.

ANNEX No. 1

WITHDRAWAL FORM – ELECTRONIC SERVICES AGREEMENT

To: GPM Sp. z o.o., ul. Długa 29, 00-238 Warsaw, Poland / info@gpmarketing.eu

I hereby give notice that I withdraw from the electronic services agreement concluded on:

Full name / Company name of consumer:

Address:

Email address registered on the Platform:

Date:

Signature (if submitted in writing):

*GPM Sp. z o.o. | ul. Długa 29, 00-238 Warsaw, Poland
KRS: 0001159825 | NIP: 5253037786 | info@gpmarketing.eu | mainaff.com*