AdReport
RULES AND REGULATIONS

1 Definitions

For the purpose of these Rules and Regulations, the following definitions of terms that appear in the text of these Rules and Regulations are adopted:

Subscription: paid-for right to use on-line access to the AdReport system;

AdReport: a monitoring system of on-line advertisement operated by SP with on-line access, available at www.adreport.pl, compiling information pertaining to advertising campaigns carried out on-line, guaranteeing access to data pertaining to campaigns carried out in the past. Such data may contain information pertaining to, among others:

- Advertiser;
- Type of service;
- Forms of advertisement that are used;
- Place of broadcast;
- Duration of a campaign;
- Screen shots and advertising creations, etc.

It encompasses monitoring of websites, messengers (among others: GG, Tlen, Skype), video services and mailing.

Any copyright to AdReport is vested in SP and as such is protected by the generally applicable legal provisions;

SP: Ströer Polska Sp. z o.o. with its registered office at Pl. Europejski 2, entered in the register of entrepreneurs kept by the District Court in Warsaw, 13th Economic Division of the National Court Register, under entry No. KRS: 0000046035, holding all rights allowing it to manage AdReport at least on terms specified in the Rules and Regulations;

Access: after settling the Subscription, the User receives data allowing it to log-in to the system in the form of an individual log-in and a password;

Log-in: a sequence of characters assigned to a unique Service Recipient by the User. Combined with the password, it allows access to the AdReport resources;

Password: a sequence of characters assigned to a log-in of a unique User, used to log-in to AdReport;

License: an agreement for the use of AdReport, entered between an entity that is vested with proprietary copyright to AdReport and a person or entity that intends to make use of AdReport;

User: a natural person, a legal person or an organisational unit without legal personality which is granted legal personality under separate provisions, who decided to make use of AdReport, registered in the system, who accepted the Rules and Regulations and logged in to the system;

Rules and Regulations: these Rules and Regulations setting out the terms of use of AdReport by the User.

2 Registration

2.1 Registration of Users in the AdReport system is free and voluntary.
2.2 Registration requires correct and complete filling in of a form.
2.3 The condition precedent for valid Registration is acceptance of the Rules and Regulations which means that the User reads all of the provisions, accepts them and agrees for the processing of Data entered in the Form for purposes required for making the Registration, servicing AdReport, settlements of the User with SP, as well as contacting the User and informing the User about AdReport.
2.4 By completing and sending the Form, the User:

a. declares that he/ she read the Rules and Regulations and accepts all of its provisions;
b. declares that he/ she started to use AdReport voluntarily; the same applies to joining and performing Registration;
c. guarantees that all the Data provided by him/ her in the Form are true and do not violate the rights, assets or interests of third parties, rights or protected secrets or good practice;
d. agrees for the processing of his/ her data within a scope and purpose necessary for making the Registration, servicing AdReport, making settlements and contacting the User and to providing the User with the necessary information about AdReport.

2.5 After completing the registration form and accepting the Rules and Regulations, the User sends the completed form back.
2.6 The account is activated at the moment when registration is confirmed, which takes place by clicking the activation link sent to the e-mail address provided by the User in the process of registration.
2.7 After activation, the User automatically receives access to the account in AdReport. Logging in to the system takes place with the use of the individual log-in and password assigned to the User.

3 Types of Accounts

3.1 The User can choose a free or a paid account.
3.2 The free TRIAL account provides the User with access to data from the last month pertaining to one sector, Free Time. The number of functionalities available in the free account is limited.
3.3 The STARTER paid account provides the User with access to data from the period of the last three months from one sector (selected by the User). The number of functionalities available in the STARTER account is limited.
3.4 The STANDARD paid account provides the User with access to data from the period of the last twelve months from all sectors. The number of functionalities available in the STANDARD account is limited.
3.5 The PREMIUM paid account provides the User with access to all sectors and to all functionalities.
3.6 To change a free account into a paid account, contact the sales department of SP via e-mail info@adreport.pl.
3.7 The User is required to settle the Subscription in an amount specified in the Price List available on the AdReport website at www.adreport.pl. In case of failure to settle the payment, SP has a right to suspend the User's access to AdReport.
3.8 SP changes the type of the User's account at the latest within three business days from the date when the User submits a request for changing the account for a paid one.
3.9 After expiry of the Subscription settled by the User that authorises the User to extended access, the paid account automatically changes into a free account.
3.10 The license may be terminated by the User at any moment observing a one-month notice period, effective at the end of the next calendar month.

4 Group Accounts

4.1 There is a possibility of purchasing paid accounts for a greater number of Users (the so-called group account).

4.2 All group Users have access to the same data and functionalities.
4.3 One of the Users has the status of a group administrator and the possibility of adding new Users to the group and granting and depriving of access to AdReport. Such User bears exclusive liability with respect to any obligations towards SP. In case of Users previously registered in AdReport, they may be added to a given group exclusively directly by the administrators of the AdReport system; the group administrators are not vested with such rights.
4.4 Any number of Users may be added to the group, yet active access has to correspond to the number of accounts included in the agreement for group access.
4.5 Change of the group administrator is only possible via a written application submitted to the AdReport administrators.
4.6 After expiry of the group account, the accounts of individual Users are automatically changed to free accounts.

5 User's Rights and Obligations

5.1 The User is required to adhere to the Rules and Regulations at all times.
5.2 Without a written consent of SP, the User does not have a right to:
5.2.1 sell, loan, lease, grant for use, make available or in any other mode share access to AdReport;
5.2.2 change or interfere - in any other way - with AdReport;
5.2.3 create derivative software, similar software, examine AdReport with the aim of designing similar software;
5.2.4 remove or cover trademarks placed on the software and its copies;
5.2.5 violate, in any mode, the property rights and the copyright of SP;
5.3 The User has a right to use access to AdReport exclusively for the purpose of own company or business activity carried out by it.
5.4 It is prohibited for the User to grant access to AdReport to any third parties, including other companies or their employees. The User cannot assign the rights to the on-line access to AdReport to another person/ entity or share the log-in and the password assigned to the User.
5.5 Failure to adhere to the provisions of these Rules and Regulations by the User will be a basis for initiation of explanatory proceedings and, in justified cases, for depriving the User of access to AdReport.
5.6 Violation by the User of the provisions of these Rules and Regulations, in particular in the case of granting by the User of access to AdReport to a third party, authorises SP to terminate the cooperation with immediate effect, and to demand that the User settles damages amounting to three times the gross monthly fee for access to AdReport and to seek claims that exceed the value of the damages on general terms.
5.7 In case the User detects and reports a cyclical error in the operation of the programme, SP is liable for introducing the necessary corrections aimed at eliminating the irregularities. The deadline for removing the error depends on its character and the degree of difficulty of the changes in the source code that need to be introduced. SP undertakes to perform the necessary actions within 3 (three) days from the date of the notification and to eliminate an error/defect within a period not longer than 2 (two) weeks from the problem being reported. Reporting errors is made electronically at the following address pomoctechniczna@adreport.pl.

6 Personal Data

6.1 The Data Controller of the personal data of the Users encompassing their first name, surname, e-mail address, VAT Reg. No. (NIP), address of business activity, correspondence address, and telephone number is SP.
6.2 The personal data provided by the Users via the AdReport electronic forms are compiled and used by the Data Controller exclusively for the purpose of providing answers to the questions asked and complaints filed, allowing the use of AdReport, preparation of commercial offers related to the

operation of AdReport and for making settlements with the Users.
6.3 Provision of personal data by the Users is voluntary, but necessary for making use of AdReport. Every User who provides his/ her personal data via electronic forms has a right to access his/ her data and to correct them, as well as to demand their removal.
6.4 The Data Controller does not share the personal data collected by AdReport with third parties with the exception of sharing personal data upon the consent of the data subjects or in cases foreseen by the relevant, generally applicable legal provisions.
6.5 The User's data will not be transferred to a third country or an international organisation.
6.6 SP has not appointed a Data Protection Officer (DPO).
6.7 The User's data will be stored for the period of use of AdReport, unless the law of the Union or the law of a member state impose the requirements of longer storage of data.
6.8 The User is vested with a right to file a complaint to a supervisory authority.
6.9 Decisions with respect to the processing of the User's data will not be made automatically, and the data will not be subject to profiling.

7 Final Provisions

7.1 Any potential disputes related to the operation of AdReport and rights and obligations of the User and SP resulting from the Rules and Regulations will be settled by a common court of local competence with respect to the registered office of SP.
7.2 Issues not included in this Agreement shall be governed by the provisions of the Polish Civil Code and other provisions of the generally applicable law.
7.3 SP has the right to make changes in these Rules and Regulations. The Rules and Regulations in an amended version will be posted on the website at the following address: adreport.pl, and the User will be informed about the amendments via the AdReport system.
7.4 These Rules and Regulations enter into force on 4 June 2024.