

Terms and conditions of publication on the website www.filmweb.pl

- 1) The advertising order must in each case be submitted in writing or in document form within the meaning of the Civil Code. The order must include the name and data of the Ordering Party enabling the issuance of an invoice, the subject matter of the campaign, the type of advertising ordered, the quantity and the time of emission. The order must be submitted by a person authorized to make binding declarations of intent on behalf of the Ordering Party.
- 2) The Ordering Party is obliged to attach to the order an excerpt from an appropriate register on the basis of which the Ordering Party conducts business activity, as well as a power of attorney, if an attorney in fact is acting on behalf of the Ordering Party.
- 3) Order confirmation by Filmweb A. Gortych spółka komandytowa means conclusion of a contract between the parties.
- 4) The Ordering Party declares that:
 - i) it is entitled to exploit the used in the advertising materials commissioned for emission – the information, data, fragments of works, images, trademarks or industrial designs or other elements constituting the subject of legal protection, in particular under the Act on Copyright and Related Rights as well as under the Industrial Property Law
 - ii) the commissioned emission of advertisements complies with applicable law and does not violate copyright and other rights of third parties, and FILMWEB A. Gortych spółka komandytowa shall not bear any legal liability for breach of any laws by the Ordering Party
- 5) In the event of third party claims related to the rights indicated in section 4, the Ordering Party shall bear all costs incurred by FILMWEB A. Gortych Spółka komandytowa related to pursuing these claims by third parties, including in particular the costs of legal assistance and damages.
- 6) Withdrawal from the contract must be made in writing under pain of nullity. Withdrawal from contracts in the period earlier than 21 days before the planned emission date does not have any financial impact on the Ordering Party. Withdrawal from the contract between 21 and 14 days before the emission date imposes on the Ordering Party a renunciation payment amounting to 20% of the campaign value. Withdrawal from the contract within 13 to 7 days before the planned emission date results in renunciation payment of 50% of the order value. Withdrawal made later than within 7 days before the planned emission results in the renunciation payment of 100% of the order value.
- 7) The Ordering Party has the right to change the order, however no later than 7 days before the scheduled emission date. Change of the order may only concern the change of the previously established times or places of advertisement emission, it cannot cause a change in the value of the order or the dates of commencement

and end dates of the campaign. Any change of the order should be each time accepted by FILMWEB A. Gortych spółka komandytowa.

- 8) Advertising in the form described in the order form must be delivered to FILMWEB A. Gortych Spółka komandytowa no later than 3 days before the scheduled date of the campaign. The graphic advertisement should also contain alternative text, which will be shown on the screen in case of browsing the page in text mode and the URL to which the advertisement links.
- 9) Failure to deliver advertising materials ready for emission within the time limit specified above, shall be treated as a withdrawal from the order with the consequences specified in the last sentence of section 6.
- 10) FILMWEB A. Gortych Spółka komandytowa has the right to refuse to broadcast an advertisement whose profile or content is incompatible with the profile of Filmweb.pl website, or which violates Polish law, or when the advertisement contains false information. FILMWEB A. Gortych Spółka komandytowa also has the right to refuse to broadcast an advertisement which, in the opinion of FILMWEB A. Gortych Spółka komandytowa could violate important interests or the image of Filmweb. In such case, the Ordering Party may provide another advertisement or resign from the campaign without any financial and legal consequences.
- 11) FILMWEB A. Gortych Spółka komandytowa has the right to label the advertising material with the words advertisement, sponsored text, etc. as long as it deems justified.
- 12) If, for objective reasons, the campaign has not been fully implemented within the ordered period, its execution time is extended accordingly, or the client may use the remaining number of emissions in the next order.
- 13) Unless the agreed terms of the order provide otherwise, FILMWEB A. Gortych Spółka komandytowa issues a VAT invoice to the Ordering Party after the date of advertisement emission - in monthly cycles. The invoice should be paid no later than 21 days from the date of its issuance. These conditions may be subject to change only in case of conclusion of a separate contract between the Ordering Party and FILMWEB A. Gortych Spółka komandytowa.
- 14) FILMWEB A. Gortych Sp. k. reserves the right to change the price list of advertisement emission without separate notification to the Ordering Party, unless a separate contract imposes on FILMWEB A. Gortych Spółka komandytowa the necessity of such notification as set out in such contract.
- 15) FILMWEB A. Gortych Spółka komandytowa shall not be liable for any failure to display or incorrect display of an advertisement in the case of preparation of creations in technology not supported by user browsers
- 16) Advertising materials posted on www.filmweb.pl must be prepared in accordance with the defined technical specifications available at: <https://www.filmweb.pl/ad-spec>

- 17) Any disputes related to performance of the contract and individual orders will be resolved by the court having jurisdiction over the registered office of FILMWEB A. Gortych Spółka komandytowa.
- 18) Unless stipulated otherwise in the relevant contract or order FILMWEB A. Gortych Spółka komandytowa shall only be liable for damage up to the amount of the actual loss caused by the sole fault of the FILMWEB A. Gortych Spółka komandytowa.
- 19) The Ordering Party agrees to receive electronically commercial information within the meaning of the Act of 18 July 2002 on rendering electronic services (Journal of Laws No. 144, item 1204). Commercial information may be sent by Filmweb A.Gortych Sp. k. directly or by entities acting on behalf of FILMWEB A. Gortych Spółka komandytowa.