

Terms and Conditions of the "Bdigital" online site

§ 1

DEFINITIONS

Whenever the following terms are used in these Terms and Conditions, they shall be understood as:

Administrator/Controller/Service Provider – Burda Media Polska Sp. z o.o., with its registered office at ul. Marynarska 15, 02-674 Warszawa, entered into the Register of Enterprises maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under number KRS: 0000574730, NIP: 897-14-11-483, REGON: 931051710, with a share capital of PLN 44,691,550.00, owner and administrator of the "Bdigital" online site available at the domain: bdigital.pl;

Site – "Bdigital" online site run by the Administrator, available at the domain: bdigital.pl which constitutes a group of websites interconnected for better functionality, permitting the registration by Internet users of personalised User Accounts permitting the use of the services provided by the Site;

Registration Form – a website available on the Site via which a User can register himself or herself on the Site providing the required and any optional data;

Account – a set of resources in the Site marked with an individual name (login) and password (if applicable) provided by the User or Brand which the User or Brand uses to enter and manage data, descriptions and other elements related to the participation in the Site, and enter the User/Brand Content on the Site. Moreover, the Account serves the purpose of collecting the data of the User/Brand about their activities on the Site;

Nick – unique name of a registered User on the Site;

Consumer – A User who is a natural person and who completes a legal transaction with the Administrator which is not directly connected to his or her business activities, as per the definition provided in the Consumer Rights Act dated 30 May 2014;

Content – any type of works compliant with the definition provided in the Act on Copyright and Related Rights dated 4 February 1994 (Dz.U. of 2017 Item 880 as amended) e.g. text, graphic, audiovisual, multimedia, musical content, photographs, links to other websites, etc. as well as other materials including text, graphic designs, audiovisual, multimedia, musical materials, photographs that are not works within the meaning of said Act – uploaded to the Site (including on the Profile) by the User/Brand and/or created and delivered to the Administrator by the User/Brand in connection with the performance of a Contract including but not limited to components of the Work;

Agreement for the provision of services by electronic means – agreement for the provision of services by electronic means made for an indefinite period of time by and between the User/Brand and the Administrator as at the time of registration on the Site;

Terms and Conditions – these Terms and Conditions of the "Bdigital" online site;

Contract for participation in a Campaign/Contract – a contract (in principle contract for a specified work unless otherwise agreed in the given case, in particular, in cases specified in § 5 Section 9) made by and between the Service Provider and an Influencer via the Site or, in individual cases in writing or in another special form, the subject matter of which is the performance of a Work specified in the Brief by the Influencer, and the determination of terms

and conditions of the Influencer's participation in the given Brand Campaign in compliance with the guidelines provided in the Brief, as well as in line with the provisions of these Terms and Conditions;

Campaign – a set of advertising and marketing activities commissioned to the Administrator by a Brand to be performed by an Influencer, posted on the Site;

Influencer's Profile – part of the Site where data provided by the Influencer via his or her account are published or downloaded with the consent of the Influencer from his or her social media profiles;

Brand Profile – part of the Site where the data provided by the Brand via its Account are posted;

User/Influencer – a physical person over the age of eighteen having full capacity to perform acts in law, a legal person or organisational unit without legal personality but capable of assuming rights and obligations in its own name, as well as a physical person over the age of 13 but under the age of 18 (a minor User), to the extent that such physical person is capable of assuming rights and obligations in line with the mandatory provisions of law who, under the terms specified in these Terms and Conditions, registers on the Site and sets up an Account. Moreover, in order to set up an Account an Influencer must have an Instagram account as specified in § 4 Section 2 b);

Brief – an invitation to commence collaboration between an Influencer and the Service Provider on the execution of a Campaign for a Brand via the Site aimed at the performance of a Work in compliance with the guidelines provided, with the indication of the amount of Compensation for its performance and containing any other essential provisions regarding the Contract;

Work – Content created by an Influencer responding to the guidelines specified in the Brief performed at the request of the Service Provider via the Site;

Brand – a business ordering the execution of a Campaign and the performance of a Work by an Influencer/Influencers registered on the Site in line with the guidelines specified in the Brief;

Moderator – person authorised by the Service Provider to represent the same in all matters, including registration of Influencer/Brand Accounts, posting new Campaigns on the Site and concluding Contracts with Influencers via the Site;

Services – electronic services provided via electronic means by the Service Provider consisting in making available the functionality of the Site, including but not limited to the sending proposals to Users for participation in Campaigns;

Compensation – value of the compensation due to the Influencer for proper performance of the Contract, including for the performance of a Work in compliance with the Contract and the assignment of relevant copyright and authorisation. Any amounts of Compensation agreed mean amounts to be paid following the deduction of all public and legal fees and liabilities;

§ 2

INITIAL PROVISIONS

1. These Terms and Conditions specify the general rules of operation of the Site, including but not limited to the rights and obligations of the Users, Brands and the Administrator, the terms and conditions of provision of Services, conclusion and termination of Agreements for the

provision of services via electronic means and Contracts for participation in a Campaign, Content posting procedures, complaints procedure and the terms and conditions of protection of personal data of Users using the Site.

2. Unless it expressly pursues otherwise from these Terms and Conditions, any provisions regarding the User, in particular, regarding prohibited activities and requirements regarding Content and the consents and authorisations granted also apply to the Brand.

3. Each person using the Site, including a person interested in setting up an Account and participating in Campaigns can contact the Administrator via the addresses provided, including the email address and/or telephone numbers available in the Contact Us section of the Site.

4. These Terms and Conditions apply to all Users/Brands using the Site. The Service Provider makes the Terms and Conditions available to the User/Brand prior to the conclusion of an Agreement for the provision of services, and at his or her request, in such manner that permits the User/Brand to download, screen and save the Terms and Conditions via the IT system used by the User/Brand.

5. Prior to the commencement of use of the Site and prior to registration on the Site each User must read these Terms and Conditions. The commencement of use of the Site is tantamount to the acceptance of the terms and conditions specified in these Terms and Conditions. In the event a User fails to accept the Terms and Conditions, the User shall not be able to register his or her Account on the Site, use the Services or participate in Campaigns.

6. Access to the Site and the opportunity to read most of its content (except the content restricted to registered Users, as well as the right to participate in Campaigns and post own Content) is provided to all Internet users without the necessity of complying with any formalities, in particular, such access is not conditioned on any registration of the user on the Site.

7. Part of the resources of the Site, including the option of participating in Campaigns, posting own Content are only available to Site Users who register on the Site – in compliance with the terms and conditions of registration published on the Site via filling out a relevant Registration Form and in compliance with these Terms and Conditions.

8. The principal objective of running the Site is offering the possibility of registration of Accounts on the Site and participation in Campaigns. It is also possible to post own Content via the Site.

9. Each User (including Brands), as well as a person who is not registered, using the Site must use the Site in a lawful way, in compliance with good practices and with respect for personality rights, copyright and intellectual property rights of the Administrator and third parties. It is prohibited to use the Site in contradiction with the provisions of these Terms and Conditions, the applicable provisions of law, good practices or the principles of life in community. It is prohibited to undertake any activities that could jeopardise the proper operation of the Site, including but not limited to, interfere in the content of the Site, its technical components, including posting illegal Content. It is prohibited to use the Site for purposes other than intended, including but not limited to, sending spam messages, conducting commercial, advertising, promotional and other activities on the Site's websites, as well using any software/scripts disrupting or automating use of the Site such as viruses, bots, etc.

10. The individual components of the Site, in particular, its name, idea, graphic design, layout, software and content, as well as any technical solutions and databases are subject to legal protection. Users cannot copy, modify or use any of the Site components for purposes other

than purposes connected with the proper use of the Site or use that I expressly permitted in the applicable provisions of law.

11. The Administrator may reward Site Users with bonuses for their activity on the Site in line with the terms and conditions of a bonus system which may be posted on the Site if need be.

12. The Administrator is also entitled to reward Users based on their activity, participation in Campaigns, posts, engagement in creating content for the Site and overall performance and other factors in any manner, including financially, and the Administrator is also entitled to invite selected Users to collaborate with the Administrator.

13. The Administrator shall make every effort to ensure that Users are able to use all the functionalities of the Site without interruptions, however, it reserves the right to temporarily suspend the operation of some or all functionalities of the Site for the purpose of maintenance, updates or repairs.

14. The Administrator shall make every effort to ensure that all the functionalities of the Site operate properly. Nevertheless, the Administrator shall not be liable for any irregularities in the operation of the Site. This provision does not restrict any rights of Consumers pursuing from applicable provisions of law.

15. Users/Brands acknowledge and agree that some or all functionalities of the Site may be unavailable or their use may be restricted temporarily, as well as that the manner of use thereof may change, where any such changes shall not constitute an amendment of the Agreement for the provision of services via electronic means and do not necessitate the amendment of these Terms and Conditions.

16. The Administrator is entitled to organise on its own or together with other entities such as Brands, competitions, promotions and games for all or some Users. The terms and conditions of such competitions, promotions and games shall be specified in separate terms and conditions and made available on the Site.

17. The Administrator reserves the right to add new functionalities to the Site, modify and delete existing functionalities.

18. It is hereby reserved that the provisions of these Terms and Conditions that would constitute prohibited contractual provisions within the meaning of the Civil Code (Articles 385¹ to 385³), or that would violate mandatory provisions of law regarding the conclusion of contracts with Consumers and that would be included in the register of provisions of contractual templates considered prohibited maintained by the President of the Office for Competition and Consumer Protection do not apply to Consumers.

§ 3

TECHNICAL REQUIREMENTS

In order to use all the mechanisms available on Site properly, the following technical requirements must be fulfilled:

- a) Device (e.g. computer, smart phone, tablet or another multimedia device) with Internet access;
- b) Web browser permitting the display on the computer screen of hypertext documents (HTML5) linked on the Internet via the www service, with the Java Script function enabled;
- c) Email account (email address);
- d) Enabled Cookies management, JavaScript.

§ 4

REGISTRATION OF THE ACCOUNT ON THE SITE

1. Users have the option of setting up an individual Account on the Site via registration on the Site. Brands can set up an Account by contacting the Administrator via the contact form or email.
2. Only the following Users are entitled to register Accounts:
 - a) Physical persons over the age of 13 (subject to Section 3 hereinbelow) who has at least limited capacity to perform acts in law or a legal person or organisational unit without legal personality capable of assuming rights and obligations in its name;
and
 - b) Users who own a business account on Instagram, manage in compliance with netiquette rules, post high quality content there and are active on the profile.
3. Users who are not vested with full capacity to perform acts in law must obtain a consent of their legal guardian to register an Account on the Site and to use the Account on the Site, including but not limited to, to participate in Campaigns and conclude the Contract. The Administrator is entitled to request that a User produce such written consent and in the event no such consent is provided within the time-limit set by the Administrator, the Administrator is entitled to reject registration or delete the User's Account from the Site.
4. When setting up an Account for a Brand, the person making the registration represents that he or she is duly authorised to register the Brand and that such authorisation has not expired as at the day of Account registration. At the request of the Service Provider such person shall be required to produce a document confirming authorisation to perform transactions on behalf of the Brand.
5. Registration on and use of the Site are free of charge.
6. To register on the Site, users must fill in the Registration Form providing true and accurate information (at least the required boxes) and submit the Registration Form as per the instructions provided.
7. The Administrator does not control or verify the data provided by Users/Brands in the Registration Form and it is prohibited to set up fictitious or fake Profiles as well as Profiles to be used for sending spam messages/unsolicited commercial messages, erotic content, used to carry on exclusively research activities, in particular activities consisting in the conduct of analyses or public opinion polling. The data provided in the Registration Form which is marked as required data is necessary to set up the Account and complete the registration process. After submitting the filled in Registration Form a message confirming the submission of an application for registration will be sent to email address provided in the form. Each application for registration is subject to approval by the Moderator. The Moderator is entitled to refuse the registration of an Account, in particular in cases when a minor User fails to produce the consent referred to in Section 3 hereinabove, when the User's business account on Instagram is of poor quality or in the event of suspicion that fake followers have been acquired.
8. In exceptional situations that give reasons to believe that untrue data was provided, the Administrator may also condition the registration of the User/Brand on the substantiation of the data provided.
9. As a result of incorrect registration and setting up an Account on the Site (following Account approval by the Moderator), a compensation-free Agreement for the provision of services via electronic means covering the setting up and use of the User/Brand Account is made by and between the Administrator and the User/Brand for an indefinite period of time (however, no longer than by the day of cancelling the Account).

10. Upon correct registration, the User/Brand is provided with access to the Account/Profile assigned to the given User/Brand in the Registration Form.

11. The Account/Profile contains data of the User/Brand that was provided thereby in the Registration Form, where the Administrator is entitled to verify the accuracy of the data provided by the Influencer in the course of the Account/Profile registration procedure, including but not limited to, the Administrator is entitled to verify whether the categories checked by the Influencer in the Registration Form are convergent with the content published by him or her elsewhere and the Administrator is entitled to change the category selected by the Influencer. In the event of any later change of any data provided, the User/Brand is required to update their Account Profiles, where the data marked in the Registration Form as required cannot be deleted in the course of use of the Site, and if such need arises, the User/Brand may only delete the entire Account. In the event any other data of an Influencer is required to conclude a Contract for participation in a Campaign, to remit a payment of or settle the Compensation due to the Influencer, the Influencer is required to add such data to his or her Profile.

12. A person can set up only one Account/Profile for each Instagram account, it is prohibited to waive, lend sell or dispose of one's Account/Profile to other persons or disclose the Account password to other persons. Brands are entitled to register many Accounts that are assigned to different Campaigns.

13. The Administrator may refuse to set up an Account under a given name if such name is already used on the Site or if the Administrator obtains justified, credible information the name is unlawful, is in contradiction with good practices, these Terms and Conditions or it violates personality rights.

14. User/Brand is required to use the Account/Profile in a lawful manner, in compliance with social and community standards and the provisions of these Terms and Conditions.

15. User/Brand may use the functionalities of the Account via the administration panel made available by the Administrator and depending on the type of Profile (User or Brand), in particular, the User/Brand may:

- a) Set up and manage the Profile;
- b) Browse the available Campaigns;
- c) Propose a Compensation amount;
- d) Apply to participate in a Campaign;
- e) Conclude Contracts for participation in Campaigns;
- f) Obtain information about the settlement of Contracts for participation in a Campaign signed thereby;
- g) Manage its funds obtained for the performance of Contracts for participation in a Campaign;
- h) Contact the Moderator via the chat service available on the Site;
- i) Browse the details of an ordered/executed Campaign.

16. The User obtains access to his or her Account after connecting the Account with the User's Instagram profile.

17. By posting any information on the Profile, the User/Brand warrants that the information is compliant with the applicable provisions of law and that it does not violate any third-party rights.

18. The User/Brand is entitled to terminate the Agreement for the provision of services via electronic means by notice at any time. Termination by notice of the Agreement for the provision of services via electronic means does not produce any additional costs and may be done without giving cause. The termination may be effected via sending a relevant statement

to the email address admin@bdigital.pl with the reservation that the statement must be sent from the email address that the User used to register the Account or sent by post to the Administrator's address indicated in § 1 hereinabove. Termination of the Agreement for the provision of services via electronic means shall result in the blocking and deletion of the Account of the User/Brand on the Site. Subject to the following sentence, upon receipt of a statement on the termination by notice of the Agreement for the provision of services via electronic means, the Administrator shall delete the relevant Account within 14 days maximum, where the deletion of the Account does not translate into the deletion from the Site of Content posted on the Site by the User/Brand as such Content will be stored and archived on the Site, nor does it translate into the revocation of the licence referred to in § 7 granted to the Administrator. Termination by notice of the Agreement for the provision of services by electronic means takes effect as at the time when the Service Provider receives such statement, where in the event an Influencer is in the course of performance of a Contractor for participation in a Campaign as at the time of filing the termination by notice of the Agreement, the Agreement for the provision of services via electronic means is terminated upon the termination of the Contract for participation in a Campaign.

19. The Site Administrator is entitled to terminate the Agreement for the provision of services via electronic means at any time with the observance of a 14-day notice period.

20. The Administrator has the right to terminate the Agreement for the provision of services via electronic means without observance of the notice period and it may restrict the access of the User/Brand to a part of or the entire Site with immediate effect in the event:

- a) User/Brand uses the Account in contradiction with the applicable provisions of law and/or the provisions of these Terms and Conditions;
- b) Nick (Account name) used by the User/Brand violates the provisions of law, third-party rights (including copyright and related rights and personal rights), these Terms and Conditions and/or good practices;
- c) Security of the Account of the User/Brand is endangered;
- d) Content posted by the User/Brand is in contradiction with the applicable provisions of law and/or the provisions of these Terms and Conditions;
- e) User/Brand has not logged into the Site for a period of 24 months from the last logging.

21. A person who was deprived of the right to use the Site cannot register on the Site again without prior consent of the Administrator.

§ 5

CONCLUSION AND PERFORMANCE OF CONTRACTS FOR PARTICIPATION IN A CAMPAIGN

1. A Brand registered on the Site may communicate to the Moderator an idea for a Campaign of its brand based on a Brief developed by the Brand or the Moderator. A Brand may do so by contacting the Site Moderator.

2. A Campaign is created for a given Brand by the Site Moderator who develops the Brief, the task description, the graphic design of the post and determines the duration of the Campaign and selects the platform where the campaign will be executed on and determines the type of post proposals to be submitted (e.g. a single post, a few proposals or a carousel post). The Account of the given Brand is then linked with the Campaign. Information on the given Campaign is sent to Influencers whose Profiles fulfil the requirements regarding the target group, where the Administrator may additionally notify selected Influencers about the Campaign via private messages sent by the Site Moderator. At the same time, the

Administrator does not warrant the availability of Influencers willing to participate in the Campaign and fulfilling the Brand's requirements.

3. Influencers meeting the requirements regarding the target group are granted access to information about the Campaign and their Compensation fee calculated based on an algorithm via their User Profile is displayed to them. The fee is subject to change in the course of the Campaign, where the last moment when the Compensation fee may be changed is the acceptance of the User Profile by a Brand which is when the Contract for participation in a Campaign is generated.

4. An Influencer interested in participating in a Campaign must:

- a) Log into his or her Account;
- b) Select a Campaign of choice from among the Campaigns available;
- c) Submit an application for participation in the Campaign via the use of the relevant functionality of the Site.

5. Once the Influencer applies for a Campaign and for performance of the Work, the Service Provider presents to the Brand applications from Influencers who expressed their willingness to participate in the Campaign that were verified based on whether the Influencers meet the requirements and expectations of the Brand, and confirms via the Moderator with the Influencer whether the Brand agrees to conclude the Contract and to agree to the performance of the Work by the Influencer. Submitting an application for participation in a Campaign in the manner specified above does not warrant the approval of the application nor conclusion of a Contract for participation in a Campaign. The Administrator is entitled to refuse to approve any application without giving reasons, especially in the case where the Brand does not approve the given Influencer's participation in the Campaign. Failure to submit a statement of the Administrator on the approval of the application within 10 business days shall mean that the given application was not approved. Each application for participation in a Campaigns requires separate approval by the Administrator. The statement on the approval of the application is sent via the Site or via a private message to the email address or is communicated by phone at the number entered on the Site by the Influencer.

6. The recruitment process for a given Campaign may end prematurely or may be prolonged by the Administrator.

7. The Administrator provides the Influencer with the final version of the Brief developed on the basis of the applications filed and the arrangements made with the Brand.

8. Acceptance of the final version of the Brief by the Influencer via the relevant Site functionality results in the conclusion of a Contract for participation in a Campaign by and between the Influencer and Administrator, unless the Influencer made untrue or misleading statements regarding his or her activities carried on via Instagram, including with regard to the requirements specified in § 4 Section 2. In such case the Contract for participation in a Campaign is concluded on the condition subsequent of confirmation by the Service Provider or Brand of the untrue nature of the data based on which the Influencer was selected to participate in the Campaign and perform the Work.

9. In individual cases, in particular, if the Contract covers additional activities than just the performance of the Work, or the validity of the Contract or its termination/performance are conditioned on the fulfilment of special requirements as determined by the Administrator, the Brand or imposed by any provisions of law, the Administrator may request that the Contract be made in a different form than via the Site and/or that it is worded otherwise with account for other issues than just the performance of the Work. The Administrator shall notify the Influencer if this will be the case in the final version of the Brief.

10. By concluding the Contract for participation in a Campaign the Influencer acknowledges that he or she has read and accepts all the guidelines contained in the final version of the Brief and agrees to perform the Work in line with these guidelines and these Terms and Conditions.

11. The Influencer is required to perform the Work, and to perform the tasks assigned to the Influencer himself or herself. The Influencer cannot entrust a third party with the performance of the Work without prior written consent of the Administrator. If the Influencer performing the Contract for participation in a Campaign uses the services of third parties, the Influencer shall be liable for the actions and omissions of third parties providing such services as for his or her own actions and omissions. In the event the Influencer uses the services of third parties in the performance of the Campaign and, in particular, in the performance of the Work, the Influencer agrees to conclude any relevant contracts with such third parties at his or her own expense and to settle all liabilities pursuing from such contracts (including financial) where the subject matter of such contracts may be the acquisition of the applicable author's economic rights and the granting of rights (including rights to exercise derivative rights) to the works made by them including in the entire or part of the Work, at least within the scope specified in these Terms in Conditions and agrees to assign the rights onto the Administrator on the terms and conditions specified in § 7.

12. The Influencer is required to perform the Contract in a conscientious, careful and correct manner in compliance with the specification of the given Campaign, Brief and the information and guidelines provided by the Administrator, as well as in compliance with the applicable provisions of law and with respect for third-party rights. In the event a third party notifies the Administrator or any of its staff of any claim or complaint related to the performance of the Contract and/or performance of the Work, the Influencer shall be required to release the Administrator or its staff from liability within the greatest extent permitted by law and to cover all costs and losses that the Administrator or any of its staff has incurred in connection with the filing of a claim or complaint by a third party. For the purposes of this paragraph, also a public administration body shall be considered to be a third party and any order, prohibition, penalty, fine, etc. issued or imposed by such body shall be considered a claim.

13. The Influencer is required to submit the Work for Brand approval via posting it on the Site via a relevant Site functionality by the time-limit specified in the Brief, prior to publication of the Work on his or her Profile or elsewhere (depending on the requirements set out in the Brief). The Moderator shall notify the Influencer about the approval of the developed Content or will communicate comments and recommendations of modifications within 7 business days at maximum. The Influencer is required to take the comments and recommendations of the Moderator into account, modify the Content accordingly within the time-limit specified by the Moderator and resubmit the Work for approval in line with the abovesaid procedure. The Administrator may request that multiple modifications be introduced to the Work, including to those elements that had been previously approved. Failure to take into account the comments and recommendations communicated by the Moderator shall result in the loss of Compensation for the performance of the Work. Irrespective of the foregoing, the Administrator may also introduce any such changes, modifications and supplements on its own at any time. After the time-limit specified, provided that the Administrator specifies this in the Campaign announcement, the Influencer shall be required to upload a print screen with the statistics of his or her publication (of the Work) via the User Profile. The print screen submitted must also be approved (to verify whether e.g. all the statistics are displayed). Only after the approval of the statistics is the task considered completed.

14. After the publication of the Work at a place and on a date specified in the Brief the Influencer is required to ensure its continued availability i.e. ensure that the Content related to the performance of the Work will not be deleted or hidden neither by the Influencer or any other third party for a minimum of 12 (twelve) months as from the date of publication unless a different period is specified in the Brief. Moreover, within the period of 6 months from the date of publication of the Work, the Influencer agrees not to make/publish any negative comments about the Brand or the products and services of the Brand that ordered the Campaign the Influencer participated in.

15. At the request of the Administrator, the Influencer is required to present information on the progress of works on the Work. Irrespective of the foregoing, the Influencer is required to notify the Administrator immediately of any circumstances that could affect the timely performance of the Work.

16. In the event in a given Campaign the Influencer is required to incorporate any materials supplied by the Brand into the Work, the Brand is required to supply such materials in the form/format agreed with the Moderator 5 business days prior to the commencement of the Campaign at the latest. The Brand is responsible for the supply of materials or items needed to perform the Campaign to the Influencer. The Influencer's personal data is made available to the Brand under the terms and conditions of personal data processing according to their scope and under an agreement for the processing of personal data which constitutes an Appendix to these Terms and Conditions. By accepting these Terms and Conditions, the Brand agrees to be bound by the provisions of such a personal data processing entrustment agreement and shall process the Influencer's personal data for the purposes and within the scope specified in said agreement.

17. A Work shall be considered performed after its approval by the Moderator and the submission of publication statistics.

18. The Influencer is entitled to receive Compensation in the amount specified in the Contract for participation in a Campaign in consideration for the proper performance of the Contract for participation in a Campaign, including for the performance of the Work, and for granting licences and consents and authorisations referred to in these Terms in Conditions. The payment of the compensation is subject to the terms and conditions specified in § 8.

19. The Administrator is entitled to withdraw from the Contract for participation in a Campaign at any time, in the event:

a) Influencer violates the provisions of the Contract for participation in a Campaign, these Terms and Conditions, or the applicable provisions of law;

b) Influencer is in delay with the performance of the tasks assigned and fails to meet the time-limits specified in the Contract for participation in a Campaign and in the Brief;

c) Influencer does not introduce the modifications communicated by the Moderator into the Work;

d) Brand for which the Campaign was executed withdraws from its execution.

20. In the event of termination of the Contract for participation in a Campaign for reasons listed in Sections 19 a) – c) hereinabove, the Influencer shall not receive Compensation and in the event referred to in Section 19 d) hereinabove, the Influencer shall receive Compensation for participation in the Campaign in an amount calculated pro rata to the part of the Work performed by the date of termination of the Contract.

21. To matters not regulated by the Contract for participation in a Campaign, the relevant provisions of the Brief and these Terms and Conditions (where in the event of any discrepancies between the Contract for participation in a Campaign and the provisions of the

Brief or the Terms and Conditions, the provisions of the Contract for participation in a campaign shall prevail) and the relevant provisions of Polish law shall apply.

22. Any disputes with the Influencer who is not a Consumer arising under the Contract for participation in a Campaign shall be resolved by a Polish court of competent venue for the registered office of the Administrator, based on the Polish law.

23. Both the Influencer and Brand are prohibited from contacting each other directly beyond the Site without prior express consent of the Moderator.

24. After the execution of the Campaign, the Administrator shall provide the Brand with a report on Campaign execution and statistics.

§ 6 CONTENTS

1. Registered Users of the Site may post any Content on the Site (in particular, videos, multimedia, audiovisual, graphic, musical, text files, photographs, links to websites, comments, opinions, pictures, etc.) depending on the functions available on the Site. All Content posted or provided by the User (including the content which is part of a Work) must comply with the provisions of law and these Terms and Conditions, where the Administrator, as the entity which provides only the technical platform permitting Users posting any Content on the site addressed to a wide range of internet users, is not liable for the compliance of such Content, in particular, for compliance with the applicable provisions of law, ethical standards or the Internet netiquette. The Administrator does not verify the Content in terms of its compliance with the law, accuracy, credibility and effectiveness and is not liable for the terms and conditions or the privacy policy applied by the owners of the websites links to which are posted by Users, nor for the content posted there. The Administrator is not liable either for the consequences of actions undertaken by the User or third parties which constitute an infringement of these Terms and Conditions. In particular, the Administrator is not liable for the accuracy and credibility of Content and information posted by Users or their compliance with the law. A User posting Content including links to third-party or own websites, disseminates it at his or her responsibility and shall be solely liable for any claims filed by third-parties in connection with the violation of their rights.

2. It is prohibited to post/deliver Content that is non-compliant with the Polish and international law, containing hate speech based on race, ethnicity, religious beliefs or advocating violence, offensive to others, including offensive to religious beliefs, infringing on the right to privacy, etc. It is also prohibited to post/deliver Content containing nudity, pornography, eroticism and obscenities, unethical content or content generally considered morally and socially inappropriate and violating the basic principles of the netiquette. The Administrator reserves furthermore that the Content cannot contain information/materials infringing on the rights or interests of the Administrator.

3. It is also prohibited to publish/deliver any Content containing copyright-protected materials without the consent of the author; Content promoting, advocating or offering instructions for illegal activities (e.g. hacking), containing illegal software, information or other harmful or damaging elements (e.g. viruses, Trojans); commonly considered SPAM.

4. Site Users are exclusively liable for the form and wording of the Content posted by the User. Users represent and warrant that with regard to the Content posted/delivered by them that:

a) Content is free from legal defects;

b) Content is not the subject matter of any pledge or encumbered otherwise;

c) Content does not violate third-party rights, including copyright and related rights and moral rights;

d) User holds copyright in the Content, including the right to publish the Content;

e) User holds all rights to use trademarks, names and slogans used in the Content;

f) User holds all rights to the image of the persons presented in the Content and that such persons consented to the use of their images by the Administrator within the scope specified in these Terms and Conditions (including the scope specified in § 7), and, in particular, User warrants that the Administrator shall not be required to obtain any separate consents and releases nor incur any additional payments, pay any compensation, etc. connected with this issue, and in the event any such consents or fees are required, User acknowledges that they were effectively obtained/paid by the User in a lawful manner;

g) Content does not violate the law, good practices and its publication does not constitute an act of unfair competition.

5. User represents and warrants that the Administrator shall not be required to pay any compensation to artists and related rights holders for the publication of the Content, due to them both directly and via entities responsible for collective management of copyright and related rights.

6. In justified cases, the Administrator has the right to verify the abovesaid warranties and representations including via requesting that the User produces confirmation of the rights held by him or her or the third party consents and releases obtained. In the event of violation by the User of the representations and warranties referred to by in Sections 2, 3, 4 and/or 5 hereinabove or in the event they stand in contradiction with the existing legal status, the User shall be exclusively and fully liable in this regard and agrees to remedy the entire loss sustained by the Administrator, in compliance with the applicable provisions of law.

7. Each User posting Content must also adhere to the applicable netiquette. Netiquette is a set of rules of decent behaviour online based directly on general rules of decency, the most crucial of which are:

- Writing concisely and sticking to the point;
- Not using swear words;
- Not offending and personally attacking your adversaries;
- Avoiding offensive expressions and vulgarisms;
- Not spamming - this includes posting many post containing single words or empty lines, starting more than one identical threads, etc.;
- Not posting threads which are off the topic of the given section;
- Not disseminating private conversations without its author's consent;
- Not pretending to be other people, and not registering accounts under different nicks;
- Not posting announcements, advertisements or any other promotional materials;
- Not discussing issues which are unlawful or morally improper (e.g. regarding illegal software, drug use, pornography, etc.);
- Being specially careful when expressing yourself online and showing respect to other people taking part in a discussion if the topic is related to politics, religion or ethics.

8. Each User is responsible for his or her own actions. It is recommended that he or she treat other Users in a way that he or she would like to be treated.

9. In the event Content posted or supplied for posting by the Users is non-compliant with the provisions of Sections 2, 3, 4, 5 and/or 7 hereinabove, the Administrator reserves the right to block (suspend publication) and/or remove it from the Site, in pursuance of the applicable provisions of law and these Terms and Conditions. A User violating these Terms and Conditions

and/or the adopted standards (including netiquette) may also be removed from the Site via temporary blocking or permanent cancellation of the User Account. The Administrator is also authorised to disclose the information on the User it holds at the request of competent state bodies for purposes of conducting relevant proceedings, including explanatory proceedings.

10. Each User using the Site is authorised to notify the Administrator about any violation of these Terms and Conditions in electronic form to the address admin@bdigital.pl or by post to the Administrator's address.

§ 7

LICENCE AND AUTHORISATIONS

1. Via posting their own Content on the Site, Site Users and an Influencer concluding a Contract for participation in a Campaign grant the Administrator each time a royalty-free unexclusive licence to use the published/created Content numerous times and to the Work performed (including the Content it consists of) in any parts and in whole without territorial restrictions in all areas of use known as at the time of publication/delivery of Content/Work and in particular in the areas of use listed in Article 50 of the Act on Copyright and Related Rights, and in particular to:

- Unlimited in time use and disposal of Content/Work by the Administrator domestically and abroad, including their use in any operations of the Administrator;
- Recording and multiplication of the Content/Work - creation, recording and multiplication of copies thereof with the use of any technique including print, reprography, magnetic recording and in digital form;
- Circulation of Content/Work, its marketing, lending, lease and publishing, dissemination and posting in, including but not limited to:
 - Magazines, newspapers, periodicals, books;
 - Posting online, in internal networks such as the Intranet, in computer memory, on servers and other devices;
 - Posting on magneto-optical carriers, via the mobile telephone system, mobile apps, in particular with the use of technologies such as UMTS, GPRS and IMT-2000, touch terminals, interactive media;
 - Public performance, staging, screening, transferring, storing, making available, playing, broadcasting and rebroadcasting of the Content/Work, including in the press, on the radio, television and the Internet, and making it available to the public in such a way that anyone can access it at a place and time selected by him or her;
 - Permanent or temporary multiplication of the Content/Work in whole or in part with the use of any means and in any form;
 - Translation, adaptation, layout modification or any other changes to the Content/Work;
 - Publication of Content/Work in the mass media and its use in all advertising and promotional materials.

2. The User authorises the Administrator to use the Content/Work in any manner, including but not limited to, to create and disseminate derived works, to compile the Content/Work, including but not limited to making modifications, translation, corrections, abridging, creation of new versions and adaptations and combining them with other works. The Administrator is authorised to dispose of and use of the compiled Content/Work.

3. The User authorises the Administrator to add titles and cross heads to the Content/Work and include in the materials delivered by the User content, trademarks, logotypes, emblems,

markings, names, etc. owned by the Administrator or other entities indicated by the Administrator.

4. The User also grants the Administrator the right to grant sub-licences and consents within the scope of the rights to the Content/Work acquired pursuant to Sections 1-3, in particular to a Brand.

5. The User grants the Administrator a license covering the given Content/Work, each time for a specified term of 5 years that starts running on the day when the Content/Work is published by the User. The licence referred to hereinabove shall be automatically prolonged for subsequent 5-year terms, unless the User files with the Administrator a statement on the refusal to prolong the licence at least 30 days before the end of any of the subsequent 5-year terms.

§ 8

COMPENSATION AND PAYMENTS

1. The Influencer is entitled to receive Compensation in consideration for performance of the Contract for participation in a Campaign amounting to the fee agreed in the Contract for participation in a Campaign. The payment of the Compensation is subject to the terms and conditions provided hereinbelow.

2. The Influencer's Compensation is of a lump-sum nature and covers all activities and rights granted by the Influencer, in particular, it covers the compensation for performance, publication and maintenance of the published Work and the granting of licences and authorisations referred to in § 7.

3. The basis for the settlement of the Influencer's Compensation under the Contract for participation in a Campaign shall be the Contract for participation in a Campaign generated on the Site.

4. The payment of the compensation in favour of the Influencer shall be made exclusively by bank transfer to the bank account number entered by the Influencer in his or her profile within 30 days from the date of the end of the Campaign and approval of the Work.

5. All public and legal fees that the Administrator is required to remit as the payer shall be deducted from the Influencer's Compensation. All Compensation amounts entered in the Contract for participation in a Campaign are gross amounts.

6. In the event the Influencer is a registered VAT tax payer, the Compensation amounts represent net fees to which VAT will be added in the relevant amount. In such case the payment of compensation will be made within 30 days from the date of delivery to the Administrator of a correct VAT invoice issued by the Influencer.

7. The Service Provider and the Influencer authorise each other to issue invoices in electronic form.

8. The Service Provider is exclusively authorised to make financial settlements for Services provided under these Terms and Condition, as well as the performance of Contracts for participation in a Campaign, which means, in particular, that the Influencer cannot make any settlements with the Brand for any services related to participation in a Campaign and/or performance of a Work.

9. The Influencer is required to settle on his or her own and in his or her name any required payments due to authors or organisations representing the Influencer, unless the Brief states otherwise.

10. In the event in connection with the performance of the Work, a Brand grants any non-monetary benefits to the Influencer, i.e. supplies the Influencer with goods, samples or other products, in such case the applicable public and legal fees (taxes and other fees) shall be settled directly by and between the Brand and the Influencer, and the Service Provider shall not be held liable for any such settlements.

11. Payments in favour of the Influencer shall be made by bank transfer to the bank account entered by the Influencer in the Profile or indicated on the invoice issued. The payment day shall be the day when the Service Provider's bank account is debited with the given amount. The Influencer shall issue a VAT invoice for each Work by the 15th day of the month following the month when the Work was performed.

12. The minimum amount of Compensation to be paid out is PLN 100 (say: one hundred złoty) net. In the event the amount of Compensation referred to in the preceding sentence is lower than PLN 100, the payment term of Compensation shall be postponed until the subsequent settlement period until the minimum amount of Compensation to be paid out is reached.

13. In the event of deletion of the Account for any reason, including as a result of the termination of a Contract for participation in a Campaign, any funds deposited on the Influencer's Account as at the date of deletion of the Account shall be returned to the bank account number entered in the Profile within 30 days from the date of deletion of the Account.

§ 9 NEWSLETTER

1. Provided that the Site offers such functionality, the User may consent to the receipt of commercial messages including commercial messages sent by email, via checking the relevant option in the Registration Form or at a later date by entering his or her email address in the Newsletter form and clicking the button "Subscribe" (or a respective button). In the event such consent is granted the User shall be sent to the email address provided the Site Newsletter, as well as in the case of a separate consent other commercial messages sent by the Administrator including information about the Administrator, the Site, and information about the products and services of the Administrator or entities collaborating with the Administrator. The Agreement for the provision of the Newsletter electronic service is made for an indefinite period of time.

2. The User may at any time stop receiving said commercial information via checking the relevant box in the Site Account or via communicating the request to unsubscribe from the service to the Administrator.

3. The proper functioning of the Website requires maintaining contact with the Website users in order to regularly inform Users using the Website and sending notifications about campaigns, tasks to be performed, etc. For this purpose, the Administrator may send private messages, emails or SMS to Website Users. Such communication is part of the technical services of the website and does not constitute commercial or marketing information.

§ 10 PERSONAL DATA

1. The processing of personal data of Site Users is done within the scope specified in the provisions of the Personal Data Protection Act dated 10 May 2018 and the Regulation of the

European Parliament and of the Council (EU) 2016/679 dated 27 April 2016 on protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

2. The Controller, or entity which decides on how the personal data provided by the User shall be used, including but not limited to the first and last name, email address, telephone number, is Burda Media Polska Sp. z o.o. with its registered office in Warsaw (02-674), ul. Marynarska 15, tel. +48 22 3603 900, e-mail: kontakt@burdamedia.pl.

4. Detailed information regarding the User's personal data is available at the following address: https://static.burdamedia.pl/InformationClause_Bdigital.pdf

§ 11 COMPLAINTS

1. Complaints regarding in particular the operation of the Site and the manner of provision of Services by the Administrator ought to be filed by email to the address: admin@bdigital.pl or by post to the Administrator's address. A complaint must contain at least the email address or a postal address and a description of what the complaint relates to. In the event the data or information provided in the complaint needs to be supplemented before the processing of the complaint, the User is required to supplement the data within the time and scope specified by the Administrator. Correct complaints will be processed by the Administrator within 14 days from the date of receipt of the complaint at maximum and a reply will be to the email or of the party filing the complaint provided in the complaint, or to the postal address of the party filing the complaint if no email address was provided.

2. The complaints procedure is conducted in compliance with the provisions of the Civil Code dated 27 July 2002 (Dz.U. of 2002, No. 141, Item 1176).

3. The Administrator's decision regarding the filed complaint is final, which does not preclude the User's right to pursue claims in litigation.

§ 12 AMICABLE WAYS PROCESSING COMPLAINTS AND PURSUING CLAIMS

1. A User who is not a Consumer has the following, including but not limited to, options of availing himself or herself of amicable ways of processing complaints and pursuing claims:

a) Consumer is entitled to address a permanent arbitration consumer court operating at the Trade Inspectorate's Office with a request to resolve a dispute arising out of an agreement or contract made with the Administrator;

b) Consumer is entitled to address the Regional Trade Inspectorate Office with a request to institute mediation proceedings to amicably resolve a dispute between the Consumer and Administrator;

c) Consumer may request free assistance in order to resolve a dispute between the Consumer and Administrator, use the free assistance of the regional (municipal) consumers' advocate or a social organisation whose statutory objectives cover consumer protection (such as the Federation of Consumers, Association of Polish Consumers).

2. Detailed information regarding the options of the Consumer of availing himself or herself of amicable ways of processing complaints and pursuing claims and the principles of accessibility of such procedures is available at the offices and on the websites of the regional (municipal) consumer advocate, social organisations whose statutory objectives cover

consumer protection, Regional Trade Inspectorate Offices and on the websites: <http://www.uokik.gov.pl> and <http://www.rzu.gov.pl>.

3. Consumers can access the EU Online Dispute Resolution platform at: <http://ec.europa.eu/consumers/odr>. The ODR platform is a multi-lingual interactive website set up to offer assistance to consumers and businesses wishing to resolve disputes arising in connection with the conclusion of remote sales agreements or remote agreements for the provision of services.

§ 13

AMENDMENTS TO THE TERMS AND CONDITIONS

In view of the constant development of IT technologies, legislative changes, including changes related to personal data protection rules and the development of the Site, the Administrator reserves the right to amend these Terms and Conditions. The Administrator shall notify Site Users of each amendment of the Terms and Conditions, including via posting relevant information on the Site landing page which these Terms and Conditions apply to within at least 30 days from the date the amended Terms and Conditions take effect. Use of the Site websites by a User following the amendment of the Terms and Conditions shall be tantamount to granting consent to the amendments. In the event a User does not accept the amendments made to the Terms and Conditions, the User ought to delete his or her Account and/or stop using the Site. The provisions of the existing Terms and Conditions apply to Contracts for participation in a Campaign made before the new Terms and Conditions take effect. An amendment of the Terms and Conditions does not constitute an amendment of the Agreement for the provision of services by electronic means nor the Contractor for participation in a Campaign.

§ 14

FINAL PROVISIONS

1. To matters not regulated in these Terms and Conditions the relevant provisions of the Polish law, including the Civil Code, the Act on the provision of services via electronic means dated 18 July 2002 and other applicable provisions of Polish law shall apply.
2. All disputes with Users who are not Consumers arising in connection with the provision of the Services and/or arising out of these Terms and Conditions shall be resolved by a Polish common court of competent venue for the registered office of the Administrator.
3. The Administrator makes every endeavour to ensure that services provided via the Site are of top-most quality, where the Administrator reserves the right to temporarily suspend the availability of the Site, especially in the event of the necessity of maintenance, service, device replacement, or in connection with the necessity of modernising or expanding the Site.
4. In the event any of the provisions of these Terms and Conditions are lawfully found invalid or ineffective, this shall not affect the validity and effectiveness of the other provisions of the Terms and Conditions. A provision closest to the objectives of the initial aim of the invalid provision and the entire Terms and Regulations shall be used instead.
5. These Terms and Conditions take effect on 14 October 2019.

Appendix no. 1

Personal Data Entrustment Agreement between the Service Provider and the Brand

1. Pursuant to Article 28 Section 3 of the GDPR, the Service Provider entrusts the Brand with the processing of the following personal data of Influencers: first and last name, address for the service of notices, telephone number, email address for the delivery of materials to the Influencer in compliance with § 5 Section 16 of the Terms and Conditions and the Brand agrees to process the personal data in a manner ensuring compliance with the requirements set out in the GDPR, as well as other requirements stipulated in provisions applicable to processing of entrusted data. Taking into account the state of technical knowledge, the cost of implementation and the nature, scope and context and purposes of processing, as well as the risk of violating of rights or freedoms of physical persons of varied probability of occurrence and the weight of the threat, the Brand shall apply the adequate technical and organisational measures to ensure the safety of data corresponding to such risk.
2. Personal data will be processed by the Brand exclusively within the territory of the European Economic Area (EEA).
3. The entrusted personal data will be processed by the Brand over a period necessary to fulfil the obligations resulting from § 5 Section 16 of the Terms and Conditions, unless the law provides for another period.
4. The Brand agrees to:
 - a) Use the personal data entrusted by the Service Provider exclusively within the scope and for the purposes specified in Section 1 hereinabove, at the documented instruction of the Service Provider, unless the obligation to process the data otherwise is imposed on the Brand by the law;
 - b) Notify the Service Provider prior to the commencement of processing of the legal obligation resulting in the necessity of processing personal data otherwise than at the documented instruction of the Service Provider, which also applies to the transfer of personal data to a third party or an international organisation, unless the provisions of law prohibit the disclosure of such information in light of a grave public interest;
 - c) Not perform any activities with further processing of personal data, and in particular not to use the services of another entities in the processing of entrusted data without a prior written consent of the Service Provider and the conclusion of an agreement with such entity on the terms and conditions of analogous nature to the terms and conditions of this Agreement;
 - d) Require that persons authorised to process personal data keep the professional data and the security measures applied in confidence;
 - e) Implement the required technical and organisational measures required by the law, ensuring a degree of security of personal data entrusted for processing corresponding to the risk of violation of the rights and freedoms of physical persons especially via the use of devices permitting the anonymization and encoding personal data;
 - f) Notify the Service Provider of any incidents of violation of the protection of personal data entrusted for processing without undue delay after the Brand learns of such a violation;
 - g) Assist the Service Provider in the fulfilment of its obligations related to the processing of personal data;
 - h) After the performance of activities under § 5 Section 16 of the Terms and Conditions, to promptly delete the data and their copies from all electronic data carriers on which they were

recorded by the Brand, unless the provisions of law provide for the storage of such data;

- i) Implement measures required by law ensuring the confidentiality, integrity, availability of personal data and the resistance of the systems used to process personal data;
 - j) Regularly test, measure and evaluate the effectiveness of technical and organisational measures aimed at ensuring the security of personal data processing.
5. The Brand is liable towards the Service Provider for non-performance or improper performance of the provisions of the Agreement. In the event as a result of a violation of this Agreement by the Brand the Service Provider is charged with any financial penalties or fines imposed on the Service Provider, the Service Provider's representatives or employees, the Brand agrees to pay the Service Provider the amount of the penalty or fine paid.
 6. The Service Provider is entitled to control the protection measures applied by the Brand to protect the personal data entrusted to it. The Brand is required to make it possible for the Service Provider to carry out such inspection immediately upon request.
 7. The Brand agrees to address and respond to any question sent by the Service Provider regarding the processing of personal data entrusted promptly and properly and especially questions regarding the organisation of the protection of personal data and questions regarding requests filed by data subject in terms of the exercise of rights specified in the personal data protection laws.
 8. The Parties mutually agree that in the event personal data is sent, the data will be protected during transfer via a public network with cryptographic personal data protection measures.
 9. In the event the Service Provider finds it necessary to ensure the utmost protection of personal data of data subjects, the Brand shall assist the Service Provider in the fulfilment of obligations arising out of the generally mandatory provisions of law, including but not limited to, the obligation to notify data subjects of a violation of personal data protection, the evaluation of the consequences to the protection of data and prior consultation and ensuring the security of personal data.
 10. The Service Provider is entitled to terminate the Agreement in the event the Brand:
 - a) Uses the personal data in a manner non-compliant with this Agreement;
 - b) Entrusts the performance of the subject matter of the Agreement to a third party without the Service Provider's consent;
 - c) Fails to stop any improper processing of personal data.
 11. The Parties agree that in the course of performance of the Agreement they will work closely with each other, notifying each other of any circumstances that will or could affect the performance of the Agreement.
 12. The Service Provider is not liable for the obligations of the Brand towards third parties not covered by the Agreement or for the obligations of the Brand towards persons authorised by the Brand to process personal data.
 13. The Brand agrees to promptly notify the Service Provider if in its opinion an instruction given to it constitutes a violation of the generally binding provisions of national and European Union law in the scope where such law regulates the issue of personal data protection.