

ONAUDIENCE.COM SERVICE PROVISION REGULATIONS DATA MANAGEMENT PLATFORM

Chapter 1. SERVICE PROVISION TERMS AND CONDITIONS

1. The present Regulations specify terms and conditions pursuant to which OnAudience.com Services are ordered and provided, as offered by **Cloud Technologies S.A.** with its registered office in Warsaw (05-075), ul. Żeromskiego 7, entered into the register of entrepreneurs of the National Court Register, maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under number 0000405842, NIP (Taxpayer Identification Number): 9522106251, REGON (Statistical Number): 142886479, hereinafter referred to as **Cloud Technologies**..
2. OnAudience.com Services may only be ordered after the Customer has been acquainted with these Regulations. The Customer shall be obliged to observe any obligations hereunder throughout the term of provision of the OnAudience.com Services. Any acts on behalf of the Customer that are in breach of their obligations hereunder shall be deemed to constitute a failure to perform or an undue performance of the Agreement concluded. In such a case, Cloud Technologies shall be authorized to exercise its rights set forth herein, in the Civil Code and in other applicable legal regulations.
3. The OnAudience.com services comprise User profiling tools, with a particular emphasis on features that are not considered to constitute personal data under the Personal Data Protection Act of 29 August 1997 (Journal of Acts of 2016, No. 101, item 922, as amended).
4. Whenever used in these Regulations, the terms listed below shall have the following meaning:
 - a. **Regulations** – the present OnAudience.com Service provision regulations.
 - b. **Parties** – Cloud Technologies and the Customer, referred to jointly.
 - c. **Customer** – a legal or natural person or an organizational entity without legal personality, capable of assuming obligations or acquiring rights on their own behalf, being a signatory of the Service Provision Agreement.
 - d. **Service** – access to the Data Management Platform enabling the use of data acquired from in-house sources (1st party data).
 - e. **System** – software, as well as the professional knowledge and expertise (know-how) of Cloud Technologies, made available to the Customer pursuant to the Agreement in order to enable the management of 1st party data.
 - f. **Data Warehouse** – software constituting a component of the OnAudience.com Service, enabling collection and processing of information, made available under the Software-as-a-Service (“SaaS”) formula.
 - g. **1st Party Data** – data concerning the Users, acquired from the customer’s own sources.
 - h. **3rd Party Data** – data concerning the Users, acquired from external sources and without any involvement of the Customer.
 - i. **Source Data** – information acquired with the use of Analyzing Scripts
 - j. **Processed Data** – information acquired after analysis of the Source Data.
 - k. **User Profile** – a set of Source Data and Processed Data, as collected in the Data Warehouse, related to the User.
 - l. **User** – an entity/terminal identified with the use of a “cookie” or a similar technology.
 - m. **Agreement** – Service Provision Agreement concluded between Cloud Technologies and the Customer.

- n. **Conclusion of Agreement** – the agreement between the Customer and Cloud Technologies is deemed concluded after the Agreement has been signed by the Customer, in line with the procedure set forth in the present Regulations. The agreement is deemed concluded on the date on which the authorized representative of the Customer (Party representative) has placed their signature, at least in the form of a scan submitted by e-mail to the address specified, or submitted by regular mail.
 - o. **Confidential Information** - information referred to in Chapter 8 and concerned with the business activity of Cloud Technologies and its affiliated entities, as long as such information is provided in relation to the performance of the Agreement.
5. Cloud Technologies hereby reserves the right to amend the provisions of the Regulations at any time for a valid reason. The Regulations may be amended, in particular, due to the need to adapt their wording to the applicable legal regulations or due to other circumstances. The amended Regulations shall enter into effect at the time of their delivery to the Customer. The Customer shall be bound by the provisions of the amended Regulations, unless they terminate the service provision agreement within 30 days from being notified about the amendment of the Regulations.
 6. Should individual provisions of these Regulations be considered under the applicable laws to be invalid or unenforceable, the validity or enforceability of the remaining provisions of the present Regulations shall remain unaffected. Such an invalid provision shall be replaced by a provision the aim of which is equivalent or as close as possible to the original aim of the unenforceable provisions.
 7. The signing of the Agreement and acceptance of the Regulations by the Customer shall be considered conditions precedent to the commencement of the provision of the Services.
 8. The signing of the Service Provision Agreement by the Customer shall be equivalent to the acceptance of these Regulations.
 9. The Customer shall be required to become acquainted, prior to signing the Agreement, with the wording of these Regulations.

Chapter 2. REPRESENTATIONS AND OBLIGATIONS OF PARTIES

1. The Customer hereby represents, warrants and undertakes that:
 - a. The compliance with the present Regulations does not violate nor is in breach of the provisions of any other agreements, regulations or other obligations that the Customer is a party to or a subject of.
 - b. Any User-related information collected, if deemed to be personal data, has been acquired or will be processed in accordance with the legal regulations, including the applicable provisions of the Regulations of the European Parliament and of the Council (EU) and of the Personal Data Protection Act dated 29 August 1997 (Journal of Acts of 2016, No. 101, item 922, as amended).
 - c. No data will:
 - i. violate any rights, patents, trademarks, commercial secrets or other industrial property rights, rights to image or right to privacy of third parties,
 - ii. contain any content that violates the commonly applicable laws, the principle of decency or the principles of social interaction,
 - iii. contain obscene, offensive or pornographic content,
 - iv. promote aggression and hate speech,
 - v. contain malware.

2. As far as the System is concerned, the Customer undertakes not to take any actions that could violate the rights of Cloud Technologies in the System, and, in particular, must not take any illegal action aiming to:
 - a. analyze the way the System operates,
 - b. duplicate the mechanisms used in the System,
 - c. use, on his own, the mechanisms used on the System.
3. The Customer shall not take any action that may disturb the structure of the technology and of the System, and shall not take any action that may infringe the copyright in the technology and in the System.
4. The Customer shall not offer to any employees and co-workers of Cloud Technologies to change their conditions of employment and/or to cooperate, shall not encourage them to commence work for and/or cooperation with their own or an affiliated company, during the term of the Agreement and over a period of 12 months following its termination.
5. Cloud Technologies shall be obliged to provide the services with particular diligence and to the best of its knowledge.
6. Cloud Technologies guarantees that the System will operate in a proper and stable manner.

Chapter 3. DATA

1. W ramach świadczenia Usług Klient uzyskuje dostęp do Hurtowni danych. W Hurtowni danych będą The Customer using the Services shall be provided with access to the Data Warehouse. The Data Warehouse will contain 1st Party Data. The Customer may take advantage of 3rd Party Data within the framework of the Data Exchange service.
2. Each entity that is the owner and/or user of the data shall be liable for its incorrect and/or illegal use.
3. The Data Warehouse assigns an anonymous ID to each User Profile.
4. The Data Warehouse processes the resources and divides these into attributes and events. Furthermore, the Data Warehouse stores the resources divided into Source Data and Processed Data, including those generated on the basis of statistical models.
5. The Data Warehouse relies on the “cookie” technology to identify the end device and to speed up the process of accessing resources.
6. The Data Warehouse supports the following mechanisms:
 - a. Do-not-track managed under Internet Browser settings,
 - b. Opt-Out managed via <http://www.onaudience.com/opt-out>
7. Cloud Technologies’ Customers are required to enable users to take advantage of the Opt-Out mechanism.
8. The Customer undertakes to use the Data Warehouse in accordance with the Regulations, the Agreement and with the technical documentation obtained.
9. The Customer may use the Data Warehouse via IT systems supplied by third parties, pursuant to separate agreements.

10. The Customer may use the Data Warehouse for the following purposes:
 - a. Processing 1st Party Data,
 - b. Licensing 1st Party Data,
11. As the Customer is the owner of 1st Party Data, such data is processed exclusively for their own purposes.
12. Should the Parties agree the 1st Party Data is to be licensed to third parties, the Customer will be able to enter relevant settings in the administration panel.

Chapter 4. SERVICE LICENSE

1. As part of the Services, the Customer shall be granted access to the Cloud Technologies System.
2. Cloud Technologies hereby represents that it is the author of the System within the meaning of the Act on Copyright and Related Rights dated 4 February 1994 (Journal of Acts of 1994, No. 24, item 83, as amended) ("the Act") and, in particular, that it is the holder of the exclusive and unlimited copyright (both moral and economic) in the System, that it may dispose of the copyright in the System within the scope required to conclude and perform the Agreement, that the System has been devised by Cloud Technologies and that it does not constitute a derivative work or a modification; and that the System that the Agreement refers to is not encumbered with any claims and other third party rights. Therefore, Cloud Technologies has the legal title to the System, pursuant to which it may freely dispose of the System, and, in particular, grant a license to the System.
3. Pursuant to the Agreement, Cloud Technologies, in exchange for the remuneration set forth in the Agreement, grants a license to use the System to the Customer.
4. The license is granted pursuant to the following terms and conditions:
 - a. The Customer may use the system exclusively for the purpose of managing the data that has been defined by the type of the Service provided.
 - b. The Customer must not copy, decompile, modify, decipher, reverse engineer the System, nor attempt to gain access to the source code, protocols or access codes to the System in any other manner whatsoever.
 - c. The Customer must not sublease, rent or sublicense the System to any third parties, or use it in any other manner, except for the cases specifically referred to in the present Agreement.
 - d. The title in, right to and any other intellectual property rights related to the System shall remain the sole property of Cloud Technologies. Cloud Technologies shall retain any rights that have not been specifically granted to the Customer hereunder.
5. The License shall be granted indefinitely and shall be of the non-exclusive variety, meaning that Cloud Technologies shall have the right to grant licenses to third parties as well.

Chapter 5. LIABILITY

1. Cloud Technologies shall not be liable for any potential losses resulting from:

- a. lack of continuity in the provision of the Services by Cloud Technologies, resulting from the Customer's actions that are in breach of the provisions of the Regulations or of the Agreement, or from the Customer's omissions, or from actions or omissions of third parties for which the Customer is solely responsible,
 - b. an event of force majeure understood as an act of God that could not have been foreseen and that was beyond the control of the Parties, including, in particular, a failure affecting the network or the communications infrastructure of a third party relied upon to render the Services,
 - c. the Customer's breaches of the provisions of the present Regulations.
2. The liability of Cloud Technologies towards the Customer shall be limited to actual losses only.
 3. Should any third party claims be filed against Cloud Technologies that are directly or indirectly related to the content/material/data supplied by the Customer, and, hence, related to the Service provided for the benefit of the Customer, and provided that such claims arise out of actions or omissions of the Customer, Cloud Technologies shall be obliged to immediately notify the Customer about any such third party claims submitted to Cloud Technologies. In such cases, Cloud Technologies reserves the right to immediately suspend the provision of the Services, until the issue at hand has been clarified. In order to continue the provision of the service that has been suspended, the Customer shall be required to provide Cloud Technologies with relevant documents confirming that the third party claims are not substantiated.
 4. Cloud Technologies shall have the right to immediately suspend the provision of the Services if reasonable doubts exist as to the correctness of the representations and to the fulfillment of the obligations set out in Chapter 3, clause 1 of the Regulations.
 5. For the avoidance of any interpretation-related doubts, the Parties jointly agree that in the case of the provision of the Services being suspended pursuant to the provisions of clause 3 or 4 above, the Customer shall not be released from his obligation to pay the remuneration due to Cloud Technologies for the period of time over which the Services were rendered for the benefit of the Customer.
 6. The Customer shall indemnify and hold Cloud Technologies harmless against any use of the content/materials/data supplied by the Customer to the System. The Customer undertakes that if direct third party claims are filed to Cloud Technologies in relation to Cloud Technologies' use of the content/materials/data supplied by the Customer, the Customer shall take every effort to effectively release Cloud Technologies from any responsibility for third party claims, and, in particular, the Customer shall furnish any data and documents that may prove useful in the course of such proceedings.

Chapter 6. REMUNERATION

1. The Parties shall have the right to receive, for the provision of the Services, remuneration set out in the Agreement.
2. The methods concerning the working out and the payment of the remuneration are set forth in the Agreement.
3. The Parties represent that the remuneration provided for in the Agreement shall include all amounts due to a given Party for the performance of the Service, unless the Parties explicitly agree otherwise in a separate agreement. Any payment shall be deemed made on the date on which the transfer order has been placed.

4. Should the payment deadline specified in the VAT invoice be exceeded, the relevant Party shall be obliged to pay statutory interest for the period of time commencing on the first day of the delay.

Chapter 7. COMPLAINTS

1. Cloud Technologies reviews complaints related to the proper operation of the System
2. The Customer may submit their complaints related to the operation of the System by e-mail, to help@onaudience.com
3. Cloud Technologies shall review the complaints without delay, but in no case later than within 14 calendar days from their submission.
4. The complaint should contain a description of the problem and the Customer data matching information specified while concluding the Agreement.
5. Cloud Technologies shall provide a written reply to the complaint, on paper or by e-mail, to the address from which it has been received, or to the address specified in the Agreement.

Chapter 8. CONFIDENTIALITY

1. The Parties undertake mutually to treat as strictly confidential and not to disclose to any third party, without a prior express consent of the other Party provided in writing, any data, information and documents that are not publicly released by the disclosing Party the data relates to ("Confidential Information"), including information concerning the business activity of the Party, the technologies used, marketing, promotional and commercial plans, as, in particular, any technical, financial and economic data, including the related materials and documentation, any concepts, inventions, commercial secrets, projects and business plans, market research results and other information concerning a Party or its affiliated entities, customers, suppliers, products and services, price setting methods and sales strategies, as received from a Party, regardless of whether such information is in writing or has the form of, inter alia, computer programs, technical data, drawings, models, photographs, sketches, prototypes or test results.
2. The obligation to protect and keep Confidential Information secret shall apply regardless of whether such Confidential Information has been disclosed orally, in writing or in any other form, no matter of whether it has been specifically labeled as "confidential", "restricted", "secret" or otherwise, and whether it has been specifically labeled in any other manner, or not.
3. Access to Confidential Information shall only be provided to those individuals for whom such information is required in order to ensure proper performance of the Services for the Customers, and who have been informed about the confidential character of such information and about the obligations specified under this clause of the Regulations.
4. The requirement to keep the information confidential, as referred to in this clause, shall be binding upon the Parties both during the performance of the Services, as well as after such performance, termination, refusal to accept for performance or cancellation, throughout the term required to protect such Confidential Information.

Chapter 9. FINAL PROVISIONS

1. The provisions of the present Regulations shall apply severally, and should any of such provisions be considered to be invalid, the validity of the remaining provisions shall remain unaffected.

2. In any cases not regulated herein, provisions of the commonly applicable Polish laws, and in particular of the Civil Code Law, shall apply.
3. In the case of any discrepancies between the wording of the Agreement and the Regulations, resulting from separate arrangements between the Parties, the provisions of the Agreement shall prevail.
4. Should the Customer be governed by the provisions of a foreign law, they shall explicitly subject themselves, in cases concerning the performance of the Services listed in the Agreement concluded with Cloud Technologies, to the jurisdiction of Polish courts.
5. The Customer must not assign the rights and obligations under the Agreement to any third parties without a written consent of Cloud Technologies.
6. Cloud Technologies shall have the right to publish the Customer's core data (including the company name and the logo) in the reference list, on websites, as well as in marketing and sales materials.
7. The Parties undertake to strive to resolve any disputes arising out of their cooperation in an amicable manner. If no amicable solution may be reached, the Parties shall submit any disputes for resolution by a common court of jurisdiction relevant for the registered office of Cloud Technologies.
8. The Services may be taken advantage of with the use of an Internet browser supporting JavaScript and cookies.
9. The use of the Services may require a prior registration on a website.