

## GENERAL TERMS AND CONDITIONS OF ADVERTISEMENT DISPLAY ON LCD MEDIA IN PUBLIC TRANSPORTATION MEANS

### I. GENERAL PROVISIONS

#### §1

Whenever any of the following terms are used in these General Terms and Conditions of Advertisement Display on LCD Media in Public Transportation Means or in the Order, they shall have the following meanings:

1. “**AMS**” – AMS S.A. with the seat in Warsaw (00-732) at ul. Czerska 8/10, Tax ID (NIP): 782-00-21-306, entered in the Register of Enterprises of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under number KRS 0000079299, with the share capital of PLN 9,797,370.00, fully paid-up;
2. “**Information and Advertising Pod**” – a few-minute-long advertising loop displayed with the Display Frequency during every hour of operation of Public Transportation Means;
3. “**Display Frequency**” – frequency of display of the Information and Advertising Pod during one hour of operation of Public Transportation Means, applicable at a given owner/administrator of Public Transportation Means, no less than 1 Display per hour but no more than 12 Displays per hour, with the reservation that at some owners/administrators of Public Transportation Means only 3, 6 or 9 Displays per hour are admissible;
4. “**Personal Data**” – information about an identified or identifiable natural person; an identifiable natural person is a person that may be directly or indirectly identified, in particular based on such an identifier as: name, surname, residential address;
5. “**Business Day**” – each day of the week except for Saturdays, Sundays and public holidays;
6. “**Display**” – the service rendered by AMS consisting in display of Advertisements on LCD Media mounted in Public Transportation Means and used in the course of a given Advertising Campaign with the Display Frequency specified in the Order, for a period specified in the Order, in Information and Advertising Pods, during the hours of operation of Public Transportation Means;
7. “**Agora Capital Group**” – Agora S.A. with all of its subsidiaries;
8. “**Advertising Campaign**” – the service rendered by AMS consisting in all the activities taken by AMS in order to perform the Display of Advertisements of the Client on the terms and conditions specified in the Order;
9. “**Client**” – a natural or a legal person, or an organisational unit without legal personality that carries out business and professional activity in its own name and that orders an advertising campaign on LCD Media;
10. “**LCD Media**” – LCD screens with the monitor of 19, 20, 22 inches or bigger and resolution of 1,280 x 610; 1,600 x 674 and 1,440 x 700, mounted in Public Transportation Means;
11. “**New Mobile Technologies**” – technologies that allow access to the content coded in the Advertisement, websites or communications with the use of mobile devices;
12. “**Public Transportation Means**” – trams, buses, trolleybuses;

13. “**Advertisement**” – an advertising material or a material of different nature, having the form and format required by AMS, without sound, 5-second-long or longer, but no longer than 30 seconds;
14. “**Order**” – an agreement on the order to perform an Advertising Campaign, concluded by and between the Client and AMS on a form applicable at AMS, with attachments and annexes;
15. “**Request for Quotation**” (brief) – a request for quotation submitted to AMS by the Client concerning the terms and conditions of conducting of a particular Advertising Campaign, which includes at least the following data:
  - a) particulars of the Client (full business name used by the Client, Tax ID, address),
  - b) name of the product, service or industry the Advertisement pertains to,
  - c) day/time of Display, Advertisement length and Display Frequency;
16. “**General Terms and Conditions**” – these general terms and conditions of display of advertisements on LCD Media in Public Transportation Means;

## §2

1. AMS reserves the right to assess each Advertisement presented by the Client as to its compliance with applicable provisions of law and decency. Should AMS question the content of the Advertisement, the Client shall change it so that its content raises no legal doubts.
  2. The acceptance of the Order by AMS shall not mean any liability assumed by AMS towards third parties for Advertisement displayed on the basis of that Order.
  3. Providing the Advertisement for Display shall be tantamount to a declaration and guarantee towards AMS that the Advertisement does not violate any provisions of law and that the Client has all the rights to intangible goods to the Advertisement, including copyright and related rights in the scope necessary to make a Display and that the Advertisement Display does not infringe any rights of third parties (including rights connected with the protection of Personal Data). The Client also represents and guarantees that the Advertisement Display does not cause AMS to pay any remuneration, in particular royalties for the benefit of authors and/or related entities that participated in the development and production of the Advertisement, collected directly by them or by intermediary of collecting societies.
  4. The owner/administrator of the Public Transportation Means (by intermediary of AMS) shall each time approve the Advertisement as to its compliance with the commonly binding provisions of law and the terms and conditions of advertising binding at a given owner/administrator of Public Transportation Means;
  5. AMS shall have the right to refuse to accept or to refuse to continue execution of any Advertisement Display without incurring any liability on that account if:
    - a) the Advertisement is for alcohol,
    - b) the Advertisement violates the binding law (e.g. the provisions of the press law, the law on gambling games, the law on education in sobriety and counteracting alcoholism or the pharmaceutical law), decency, may lead to infringement of any rights of third parties or justified interest of AMS, offends human dignity, or may for other reasons be considered an act of unfair competition,
    - c) written reservations concerning the Advertisement have been raised by a third party or a competent authority,
    - d) reservations concerning the Advertisement have been raised by an institution appointed to control the observance of the principles of media or advertising ethics,
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- e) reservations concerning the content of the Advertisements have been raised by the owner/administrator of Public Transportation Means, subject to AMS's right to receive full remuneration specified in the Order, which is in such a case a remuneration for the readiness to perform the Advertising Campaign. A refusal or suspending the Advertisement Display for the reasons specified above shall not result in any obligation of AMS to pay any compensation for the benefit of the Client,
6. AMS shall have the right not to Display the Advertisement on the agreed day due to technical, programme or other justified reasons.
7. The Client shall redress any damage suffered by AMS in connection with the content or the form of the presented Advertisement, including the obligation to incur all costs of litigation, including court fees, costs of representation in a lawsuit and other reasonable expenses incurred by AMS in connection with any third party claims related to the Display of the Client's Advertisements. At the same time, AMS shall immediately notify the Client of any claims raised or proceedings instituted in respect of the content or the form of the Advertisement.
8. The Client represents that it agrees to the use by AMS of the Advertisement provided for Display for marketing and self-promotion purposes of AMS. The above consent is not limited as to time or territory.
9. The Client represents and guarantees that New Mobile Technologies used in the content of Advertisements are not against the law and in particular that they do not direct to websites/communications that include content, including advertisements, which is forbidden by the law. Moreover, the Client shall be solely liable for any damage suffered by third parties in connection with the use of the New Mobile Technologies used in the content of its Advertisement.

## **II. TERMS AND CONDITIONS OF EXECUTING ORDERS FOR ADVERTISING CAMPAIGNS ON LCD MEDIA IN PUBLIC TRANSPORTATION MEANS.**

### **§3**

1. The execution of the Advertising Campaign shall be carried out on the basis of an Order, in accordance with the General Terms and Conditions and pursuant to applicable provisions of law.
2. The Client shall send a Request for Quotation to AMS in a written or electronic form (to the e-mail addresses provided).
3. Within 1 Business Day as of receipt of the Request for Quotation AMS shall present the Client an offer for the execution of the Advertising Campaign, and if on the day on which AMS receives the Request for Quotation AMS does not have any free time necessary in the Information and Advertising Pods, it shall inform the Client of the nearest possible dates for preparation of the offer or execution of the Advertising Campaign.
4. Within 1 Business Day as of receipt of the offer the Client shall inform AMS in writing or by e-mail (to the e-mail addresses provided) if it accepts the offer presented by AMS. When AMS receives the declaration of the Client on accepting the offer it shall reserve time for the benefit of the Client in the Information and Advertising Pods in line with the content of the offer.
5. The Client shall deliver the Order to AMS, duly filled-in and signed by a person duly authorised to represent the Client. The Order shall be delivered to AMS no later than 5 Business Days prior to the planned Display.

6. Lack of acceptance of the Order or failure to deliver the Order to AMS in accordance with section 5 of this paragraph, in particular, failure to meet the indicated time limit, shall cause the cancellation of the reservation made by AMS.
7. AMS shall have the right to entrust the execution of the Advertising Campaign with subcontractors in full or in part.

#### §4

1. AMS shall be authorised to a temporary interruption of Display for technical reasons. AMS shall apply due diligence to ensure that the above mentioned interruptions of Display be as short as possible. Interruptions of Display for technical reasons shall not affect the assessment of execution by AMS of obligations to Display Advertisements. The Display shall be resumed immediately after the obstacles to rendering services are removed.
2. Subject to section 3 above, AMS shall not be liable towards the Client for the non-performance or improper performance of the service of the Advertising Campaign for the reasons attributable to third parties, including the owners/administrators of Public Transportation Means or caused by force majeure defined as circumstances beyond the control of AMS which totally or partly prevent the execution of the Advertising Campaign, for instance: natural disaster, state of war, state of emergency, traffic accidents, strikes or protests, architectural disasters, terrorist attacks, closure or access restrictions to certain areas, acts of vandalism, etc.
3. Should the interruption of Display for technical reasons exceed 1 hour as a one-off event or 24 hours during one week of service provision, AMS shall offer an additional Display of the length proportional to the period in which the services were not rendered.

#### §5

1. The Client shall provide AMS the Advertisement in a ready-to-use form together with the order or 4 Business Days prior to the commencement of the Display at the latest.
2. The Client shall provide the Advertisement:
  - a) on a CD-ROM or a DVD to the address: AMS S.A., Warszawa (00- 732) ul. Czerska 8/10,
  - b) via [ftp.ams.com.pl](http://ftp.ams.com.pl), using the login and the password each time generated by AMS for a given Client.
3. The Advertisement provided for Display shall meet the following technical requirements:
  - a) an Advertisement in the form of a static display in the JPEG, GIF, PNG formats, width x height 1,280 x 610; 1,600 x 674 and 1,440 x 700 pixels;
  - b) an Advertisement in the video form in the WMV, MPEG1/2, WMA/WMF, H.264, XVID (AVI) formats, width x height 1,280 x 610; 1,600 x 674 and 1,440 x 700 pixels;
4. Provision by the Client of the Advertisement shall be confirmed by AMS in the written form or by e-mail (to the e-mail addresses provided).
5. The Client's failure to meet the time limit for the provision of the Advertisement leads to non-display of the ordered Advertisement, with no prejudice to AMS's right to charge the Client with full remuneration specified in the Order, which equals in this case the remuneration for readiness to execute the Advertising Campaign.
6. AMS shall assess the compliance of the provided Advertisements with the technical requirements.
7. Any deviations from the technical requirements for Advertisements are admissible only after a prior consent of AMS and at the sole risk of the Client, based on a separate written declaration.

8. Failure to meet the deadline for the provision of the Order or the Advertisement and any other formal irregularities of the Order shall release AMS from the obligation to execute it and any liability that could occur on that account.
9. Following termination of the Advertising Campaign AMS shall return the media provided containing the Advertisement only at a written request of the Client addressed no later than within two weeks following the termination of the Display.
10. AMS shall have the exclusive right to decide about the order of the displayed Advertisements.

## **§6**

1. Until the date of the commencement of the Display, the Client may renounce the entire Order or any part thereof in the form of a written statement submitted to AMS, subject to the provisions below.
2. The declaration on renouncing the Order shall not provoke for the Client any financial consequences if it was made within 14 (fourteen) days prior to the commencement of the Display.
3. If after the time limit specified in section 2 of this paragraph AMS receives the renouncement of the Order, the Client shall pay for the benefit of AMS the contractual penalties amounting as follows:
  - a) 25% of the net remuneration for the Advertising Campaign if the renouncement occurred in the period from 13 to 7 days before the commencement of the Display,
  - b) 50% of the net remuneration for the Advertising Campaign if the renouncement occurred in the period from 6 to 3 days before the commencement of the Display,
  - c) 75% of the net remuneration for the Advertising Campaign if the renouncement occurred in the period from 2 days to 1 day before the commencement of the Display.
4. The payment of the above-specified contractual penalties shall be made on the basis of an accounting note received by the Client within 14 days as of its receipt.
5. Until the first day of Display, AMS shall have an additional right to renounce the Order without any liability on that account in the event that AMS has received any information about due and outstanding liabilities of the Client towards any company of the Agora Capital Group.
6. Should AMS renounce the Order in accordance with section 5 of this paragraph, the Client shall have no right to any claims towards AMS for the reimbursement of costs of production of the Advertisements and other costs connected with the Order, and the provisions of section 3 of this paragraph shall not apply.

### **III. REMUNERATION**

## **§7**

1. The Client shall pay AMS the remuneration for the ordered execution of the Advertising Campaign.
2. AMS's remuneration for the execution of the Advertising Campaign shall be determined on the basis of the price list (with prices and discounts) applicable on the day of placing of the Order by the Client.
3. AMS's remuneration shall be paid in accordance with the dates and the terms and conditions set out in the Order.
4. The Client shall pay the remuneration within the required time limit to the bank account indicated on the invoice or in the Order, respectively. Failure to meet the payment deadline shall result in statutory default interest being charged for the entire period of the delay.
5. The remuneration payment date shall be the date when AMS's bank account is credited with the entire amount of the remuneration due to AMS.

6. If the payment deadline referred to in section 3 of this paragraph is not met, AMS shall have the right to refuse the acceptance of any subsequent Order for Advertisements from a given Client.
7. In the event of Advertisement Display of periodical nature, i.e. ordered for a period longer than 1 calendar month, AMS shall have the right to suspend the execution of subsequent Advertisement Campaign ordered by the Client in a period if the Client fails to pay the remuneration for the part of the Display period already executed, regardless of the right to calculate statutory interest for the entire delay period.

#### **IV. COMPLAINTS**

##### **§8**

1. Complaints concerning the manner and the quality of execution of the Advertising Campaign have to be lodged with AMS by the Client by e-mail, within 2 days as of taking cognizance of any irregularities in the course of the Advertising Campaign. A complaint shall contain a description of the defect or fault of Advertisement Display as compared with the terms and conditions of the Order.
2. In the event of a failure to meet the time limit for lodging a complaint the complaint shall not be processed by AMS.
3. In each case, AMS shall inform the Client by e-mail about the manner of processing of the complaint within 5 Business Days as of its lodging.
4. Lodging a complaint shall not release the Client from the obligation to pay the remuneration due to AMS for the Advertising Campaign conducted.
5. AMS shall not be liable for any damage suffered by the Client and one that takes the form of lost profits.
6. Should AMS fail to perform the Order or perform it improperly, the entire liability of AMS for the real damage suffered by the Client shall be limited to the amount of remuneration due to AMS in accordance with the Order.

#### **V. PERSONAL DATA PROTECTION**

##### **§9**

- 1) The Controller of the Personal Data provided by the Client in connection with the conclusion and execution of the Order shall be AMS S.A. with the seat in Warsaw (00-732) ul. Czerska 8/10 (“the Controller”).
  - 2) The Controller has appointed a data protection officer who may be contacted by e-mail: [iod@ams.com.pl](mailto:iod@ams.com.pl) (or by letter sent to the address of the registered office of AMS) in any matters connected Personal Data processing.
  - 3) Personal Data provided by the Client shall be processed for the purpose of:
    - a) executing the Order and public and legal obligations connected with its execution, ensuing, above all, from the applicable provisions of law, including the provisions on accounting and taxation – the legal basis is the need to conclude and perform an agreement (Article 6 section 1 letter b of the General Data Protection Regulation No 2016/679 (“the Regulation”) and compliance with a legal obligation to which the Controller is subject (Article 6 section 1 letter c of the Regulation),
    - b) execution of the legitimate interests pursued by the Controller consisting in processing of the Personal Data for direct marketing purposes and possibility to determine or pursue any claims or protection against such claims by the Controller – the legal basis for processing data is the legitimate interest of the Controller (Article 6 section 1 letter f of the Regulation),
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- 4) Personal Data indicated by the Client in the Order may be transferred to entities providing services for the benefit of the Controller connected with the performance of the Order, among others to subcontractors, entities providing accounting services, suppliers of IT systems and IT services, entities providing legal services (including tax and debt recovery services), entities providing document archiving services, entities being part of the Agora Capital Group. Personal Data may also be transferred to authorised bodies in the scope required by the applicable provisions of law.
- 5) Personal Data indicated by the Client in the Order shall be processed as long as the Order is valid. The period of Personal Data Processing may each time be extended by the period of limitation of any claims and protection against such claims by the Controller. After the lapse of such a period, Personal Data shall be processed solely in the scope and for the period set out by the provisions of law.
- 6) Persons whose Personal Data are processed in connection with the conclusion and execution of the Order shall have the right to access the Personal Data and demand that they be rectified, deleted, to demand data restriction, data portability and to object to processing of Personal Data.
- 7) Persons whose Personal Data are processed in connection with the conclusion and execution of the Order shall also have the right to object to processing of Personal Data for the reasons justified by their specific situation.
- 8) Persons whose Personal Data are processed in connection with the conclusion and execution of the Order shall have the right to lodge a complaint with a supervisory authority dealing with Personal Data protection should they deem that processing of Personal Data breaches the provisions of the Regulation.
- 9) Provision of Personal Data by the Client shall be necessary to conclude and execute the Order.

## **VI. FINAL PROVISIONS**

### **§ 10**

1. Any disputes or claims which might arise due to the Order or connected with the Order shall be resolved by way of negotiations, and eventually submitted for resolution of a common court with the jurisdiction over the seat of AMS.
2. The information pertaining to the Order shall be confidential and addressed solely to the Parties in order to perform the Advertising Campaign. AMS shall be authorised to transfer confidential information to entities from the Capital Group of Agora.
3. The confidentiality obligation shall not apply when the information has to be disclosed under and in accordance with any absolutely binding provisions of law at the request of the competent public administration authorities or court.
4. AMS shall have the right to refer to the fact of Order execution and place the name of the Client (excluding Personal Data) in its advertising materials, reference letters and presentation materials with general information on the service it performs or has performed. AMS shall have the right to provide information with regard to the subject matter of the Order, its execution time and approximate value in tender procedures or in other similar procedures conducted on a basis other than the Public Procurement Law. At the same time AMS undertakes not to publish any detailed information as to bilateral relationship regulated by the Order without the Client's written consent.
5. Any transfer of the Client's rights and obligations resulting from the Order to a third party shall require AMS's prior written consent.
6. The Client represents that it shall not set off any of its receivables against the receivables of AMS unless the Parties jointly decide otherwise.

7. AMS reserves the right to amend the General Terms and Conditions. Amendments to the General Terms and Conditions shall be placed on the website at [www.ams.com.pl](http://www.ams.com.pl), and the Client shall be notified thereof by e-mail. If the Client submits no written objection within two weeks as of receiving the notification of amendments to the General Terms and Conditions, such amendments shall be deemed accepted by the Client. As a result of amendments to the General Terms and Conditions no annex to the Order needs to be concluded. However, if the Client objects to the acceptance of amendments to the General Terms and Conditions, the Parties shall continue the execution of the current Order on the hitherto binding General Terms and Conditions.
8. In the event of any discrepancy between these General Terms and Conditions and the Order, the provisions of the Order shall prevail.
9. These General Terms and Conditions shall not apply to the execution of advertising services ordered by physical persons who purchase advertising services for the purpose not connected with their business or professional activity. Such persons shall contact a representative of AMS in order to conclude a separate agreement on the execution of advertising services.
10. These General Terms and Conditions of Advertisement Display on LCD Media in Public Transportation Means shall enter into force on 1 January 2008 and this version shall be in effect as of 25 May 2018.