

Order Attachment

General Terms and Conditions of Advertisement Digital Display on Digital Media

§ 1. Definitions

Capitalised terms used in these General Terms and Conditions of Advertisement Digital Display on Digital Media have the meaning given to them in the OOH and DOOH definitions, available at: ams.com.pl

§ 2. Content of advertisements

1. AMS reserves the right to make its own assessment of the Advertisement presented by the Client in terms of its compliance with the applicable law and decency. If AMS questions the content of the Advertisement, the Client shall change it so that its content does not raise any legal doubts.
2. Advertising on ATM screens, on LCD Media in public transportation and on Media mounted in shopping centres additionally requires obtaining (via AMS) the approval of the content and form of the Advertisement from the owner / administrator of ATMs, LCD screens in public transport or shopping centres owners / administrators. In order to obtain approval, the Client is obliged to deliver the Advertisement to AMS no later than 4 Business Days before the commencement of the Digital Display. Failure by the Client to meet the deadline indicated above may shorten the Advertisement Digital Display period while retaining AMS's right to full remuneration specified in the Order, which in such a case includes remuneration for the readiness to perform a full Advertising Campaign.
3. AMS reserves the right to refuse to accept or refuse to conduct further Digital Display of the Advertisement without incurring any liability in this respect if:
 - a) The advertisement applies to alcoholic beverages (applies to Advertisements on LCD Media in public transport),
 - b) Advertisement is contrary to applicable law (including the provisions of the press law, the Gambling Act, the Act on Upbringing in Sobriety and Counteracting Alcoholism or the Pharmaceutical Law), decency, may lead to violation of any rights of third parties or legitimate interests of AMS, offends human dignity or may for other reasons be considered an act of unfair competition,

- c) a third party or an authorized body raises objections in writing regarding the content of the Advertisement,
 - d) an institution founded to ensure compliance with the principles of media ethics or advertising ethics raises objections regarding the Advertisement,
 - e) the content or form of the Advertisement objectively exposes the Digital Media on which the given Advertisement is displayed to great risk of damage as a result of vandalism,
 - f) the owner / administrator of real estate (including a shopping centre), bus shelters, Fitness Club, Public Transport Vehicles or ATMs on which Digital Media are mounted, raises objections regarding the content of the Advertisements,
- subject to AMS retaining in the above cases the full right to remuneration specified in the Order, which in such a case is the remuneration for the readiness to perform the Advertising Campaign. Refusal or suspension of Advertisement Digital Display for the reasons specified above shall not result in the obligation of AMS to pay any compensation to the Client.
4. AMS shall be entitled to the rights indicated above in clause 3 in the event that, according to the provisions of clause 1 of this paragraph, the Client refuses to change the content of the Advertisement or makes it in a manner inconsistent with the AMS's instructions.
 5. Notwithstanding the provisions of clause 3 above, in the case of Advertisements on ATM screens, Advertisements on Move TV Media and Advertisements on Digital Indoor Media, AMS has the right to refuse Advertisement Digital Display if the content of the Advertisement violates the provisions of agreements concluded by AMS with ATM operators, with Fitness Clubs or with owners / administrators of the shopping centre in which the Media are mounted (in particular with regard to prohibitions to promote certain products or services that may ensue from such agreements) or other obligations of AMS towards its partners (provided that due to the confidential nature of this type of agreements or other obligations, AMS is not obliged to disclose their content to the Client). In the event of refusal of the Digital Display for the above reasons, the Client shall have the right to provide an Advertisement with a different content
 6. AMS has the right not to display the Advertisement within the agreed period for technical, programming or other legitimate reasons.
 7. The acceptance of the Order by AMS shall not mean any liability assumed by AMS towards third parties for Advertisements displayed on the basis of that Order.
 8. 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 Digital Display of the Client's Advertisements, as well as the costs of repair of damaged Advertising Media. At the same time, AMS shall immediately notify the Client of any claims raised or proceedings instigated in respect of the content or the form of the Advertisement.
 9. If, as a result of the evaluation of the Advertisement, made in accordance with the provisions of this clause, or for other reasons attributable to the Client, it is necessary to make changes or corrections to the content of the Advertisement, the Client shall not be entitled to any claim against AMS related to the reimbursement of costs incurred in connection with the re-preparation of Advertisement.

§ 3. Client's representations

1. The Client represents and guarantees that the Advertisement does not violate any legal provisions and that the Client has all intangible rights to the Advertisement, including copyrights and related rights to the extent necessary for the Digital Display, and that the Advertisement Digital Display does not violate any rights of third parties (including those related to the protection of Personal Data).

The Client further represents and warrants that the Advertisement Digital Display is not connected with AMS's obligation to pay any remuneration, in particular royalties to the creators and / or related rights entities involved in the creation and production of the Advertisement, collected by them directly or through a copyright collective.

2. The Client represents and warrants that the New Mobile Technologies included in the content of the Advertisements do not violate the law, and in particular do not lead to websites / messages containing content, including advertisements, prohibited by law. Moreover, the Client is solely liable for any damage caused by third parties in connection with the use of New Mobile Technologies included in the content of his Advertisement.
3. The Client represents that it agrees to the use by AMS of the Advertisement provided for Digital Display for marketing and self-promotional purposes. The above consent concerns in particular the right of AMS to use photos of Advertising Media with Advertisements displayed on them for marketing and self-promotional purposes (such as: newsletter, commercial presentations, catalogues, promotional materials on AMS websites and other forms of presentation on the Internet).
The above consent is not limited in time or territorially.
4. The Client represents that it expresses its consent to the use by AMS for marketing and self-promotional purposes of the results of marketing research regarding the conducted Advertising Campaigns, including the publication of data specifying the number and type of Advertising Media on which the Advertising Campaigns were carried out, the geographical scope of the Advertising Campaigns and the Client's company (excluding Personal Data). The above consent is not limited in time or territorially.

§ 4. Placing orders

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 by e-mail, by phone or via other channels made available by AMS.
3. In response to the request for quotation, AMS shall track the client's listening to the Internet address and the conditions for implementing the Advertising Campaign.
4. The final conditions for the implementation of the Advertising Campaign agreed upon by the Parties shall be confirmed by the Parties in the Order.
5. The Clients, within the deadline set by AMS, shall deliver to AMS an Order signed by a person authorized to represent the Client.
6. Failure to deliver the Order to AMS, in accordance with clause 5 above, may result in the inability to start Display of the Client's Advertisements.
7. AMS allows the possibility of concluding a framework agreement with the Client, introducing the possibility for a given Client to place individual Orders via e-mail from the e-mail address indicated in the framework agreement.

§ 5. Materials for Digital Display

1. The Client shall deliver the Advertisement in the form ready for Digital Display to AMS together with the Order no later than 4 Business Days before the beginning of the Digital Display.
2. The advertisement shall meet the requirements specified in the technical specifications provided to the Client by AMS.
3. The Client shall provide the Advertisement:
 - a. electronically to the e-mail address provided by AMS, or
 - b. via the file transfer platform indicated by AMS.

4. Failure by the Client to meet the deadline for delivering the Advertisement may result in the ordered Advertisement not being displayed, with AMS retaining the full right to the remuneration specified in the Order, which in this case is the remuneration for the readiness to perform the Advertising Campaign.
5. AMS assesses the compliance of the submitted Advertisement with the technical requirements.
6. Any deviations from the technical requirements of the Advertisements are allowed only with the consent of AMS and at the sole risk of the Client on the basis of a separate statement by the Client, submitted in the written or electronic form.
7. Failure by the Client to meet the deadline for delivery of the Order or Advertisement and any other formal defects of the Order for which the Client is liable, shall release AMS from the obligation to perform it and from any liability that could arise in this respect.

§ 6. Advertising Campaign Execution

1. AMS has the exclusive right to decide on the order of Digital Display of Advertisements on Digital Media.
2. In the case of Digital Display of Advertisements carried out in the CPM model AMS has the exclusive right to decide about the order and frequency of Digital Display of Advertisements on individual Digital Media as Digital Display of Advertisements in the CPM model is carried out as per the display time availability on individual Advertising Media in the period of Campaign execution.
3. AMS is entitled to a temporary break in the Digital Display for technical reasons. AMS shall exercise its utmost care to ensure that the abovementioned interruptions in the Digital Display are as short as possible. Breaks in the Digital Display for technical reasons do not affect the assessment of the fulfilment of obligations by AMS regarding the Digital Display of Advertisements. The Digital Display shall take place immediately after the reasons preventing the provision of services cease to exist.
4. AMS is not liable towards the Client for non-performance or improper performance of the Advertising Campaign service for reasons attributable to third parties, including in particular owners / administrators of real estate (including shopping centres), bus shelters, Fitness Clubs, Public Transport Vehicles or ATMs on which the Digital Media are mounted, or caused by force majeure, defined as circumstances beyond the control of AMS, which make it impossible to carry out an Advertising Campaign, such as, for example: natural disaster, epidemic, state of war, state of emergency, road accidents, strikes or industrial actions, construction disasters, terrorist attacks, closing or restricting access to specific areas, acts of vandalism.
5. AMS has the right to entrust the performance of the Advertising Campaign to subcontractors in whole or in part and AMS shall be liable for the actions or omissions of subcontractors as for its own actions.
6. The Client declares that it accepts the fact that in order to assess the correctness of the implementation of the Advertising Campaign in the CPM model, the number of Contacts generated in total on all Advertising Media covered by the Campaign is important, which means that the number of Advertisement Digital Display carried out on individual Media covered by the Advertising Campaign may vary, and such a circumstance does not affect the correct implementation of the Advertising Campaign by AMS.
7. If, for reasons beyond AMS's control, the implementation of the Advertising Campaign commissioned by AMS as part of the Package Purchase is not possible on all Digital Media included in the Package, AMS has the right to perform the Advertising Campaign on a smaller number of Media, provided that the number of Contacts or Digital Displays specified in the Package is completed. The Client waives any claims for damages against AMS regarding changes in the number of Digital Media.
8. If it is impossible to start or continue the Digital Display of Advertisements commissioned by AMS as part of the Package Purchase, if this situation concerns the number of Advertising Media

constituting less than 5% of the total number of Digital Media specified in the Package, AMS has the right to independently decide on the implementation of the Client's Advertisement Digital Display on other Digital Media included in AMS's offer, without the obligation to obtain the Client's consent to make the above change, provided that AMS shall make every effort to ensure that the replacement Digital Media complies with the assumptions of the Package and that the Digital Display of Advertisements on the replacement Digital Media ensures the same or greater number of Contacts or Digital Displays and achieves the intended goal specified in the Package. The Client waives any claims for damages against AMS regarding replacement Digital Media.

9. In the event of the impossibility of starting or continuing the Digital Display of Advertisements commissioned by AMS as part of the Package Purchase, if this situation concerns the number of Advertising Media constituting at least 5% of the total number of Digital Media specified in the Package, AMS shall immediately inform the Client about this fact and present it with an alternative a proposal of advertising media that achieves the intended goal specified in the Package. In the absence of the Client's consent, the Order expires without any claims for compensation against AMS, in the part relating to the unrealized number of Contacts or Digital Displays, and the remuneration due to AMS is reduced according to the appropriate price list rates.
10. The provisions contained in clauses 8 and 9 above do not apply to cases of inability to start or continue the Digital Display for the reasons listed in § 2 clauses 3 and 4 of the General Terms and Conditions.

§ 7. Advertisement Campaign Execution Reports

1. After the Advertising Campaign is completed, AMS, within 7 Business Days from the end of Digital Display on Move TV, prepares a report on its implementation in the form of a summary of the number of Advertisements broadcast during the Advertising Campaign on all Digital Media covered by the Order.
2. AMS provides the Client with a report on the implementation of the Client's Advertisement Digital Display, referred to in clause 1 above, by e-mail, or provides the Client with a login and password allowing conditional access to the AMS Assistance website, located on the website www.assistance.ams.com.pl, through which the Client will be able to view the report on the implementation of the Advertisement Digital Display.
3. In the case of Advertisement Digital Display on Digital Cityscreen, Digital Citylight, Digital Indoor media and in the CPM model, AMS shall provide the Client, no later than on the day of commencement of the Client's Advertisement Digital Display, with a link leading to the website through which the Client shall be able to access the report on the implementation of the Campaign. The report referred to in the preceding sentence will include a list of Digital Media on which the Digital Display is carried out, along with the current number of Digital Displays of the Client's Advertisements and the number of generated Contacts on individual days of the Campaign. Access to the report referred to above may also be made via the AMS Assistance website located on the website www.assistance.ams.com.pl, using the login and password provided to the Client by AMS. After the Advertising Campaign is completed, the Client, within 180 days from the end of the Advertisement Digital Display, has the opportunity to generate a report on its implementation in the form of a summary of the number of Advertisement Digital Displays, along with the number of Contacts generated during the Advertising Campaign on all Digital Media covered by the Order.
4. In the case of Advertisements displayed on LCD Media in public transport, a report on the implementation of the Advertisement Digital Display is provided to the Client after AMS obtains it from the operator servicing the given Public Transport Vehicles, provided that the given operator has the technical capabilities to prepare the report.

5. In the case of Advertisements display on ATMs, a report on the execution of the Client's Advertisement Digital Display is provided to the Client by AMS by the 15th day of the month following the month in which the Advertisement Digital Display was carried out.
6. Report on the implementation of the Client's Campaign referred to in clauses 1-5 above, does not include photos of Digital Media with the Client's Advertisements displayed on them.
7. The Client also has the right to order AMS to perform the so-called a premium photo report that will contain high-quality photos of a fixed number of Digital Media with the Client's Advertisement visible, with AMS having the right to choose the location of the Digital Media. The amount and terms of payment of remuneration for the production of a premium photo report shall be agreed by the Parties on the basis of separate negotiations and confirmed in writing or electronically.

§ 8. Complaints

1. Complaints concerning the manner and the quality of execution of the Advertising Campaign shall 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, subject to clause 2 below. A complaint shall define the defects or irregularities of Digital Display of Advertisements as per the terms of the Order.
2. All complaints regarding the method and quality of the implementation of the Advertising Campaign shall be reported to AMS by the Client within 4 days from the date of receipt by the Client of the report on the implementation of the Client's Advertisement Digital Display, referred to in § 7 clauses 1, 4 and 5 above, or within 4 days from the end of the Digital Display referred to in § 7 clause 3.
3. In the event of failure to meet the deadline for filing a complaint, it shall not be considered by AMS.
4. In each case, AMS shall inform the Client about the method of considering the complaint by e-mail within 5 Business Days of its submission.
5. Submitting a complaint shall not release the Client from the obligation to pay the remuneration due to AMS for the performed Advertising Campaign.
6. AMS shall not be liable for any damages to the Client that are of the lost profit nature.
7. In the event of non-performance or improper performance of the Order by AMS, the total liability of AMS for damages actually incurred by the Client is limited to the amount of remuneration due to AMS in accordance with the Order.
8. With respect to complaints regarding Digital Display of Advertisements commissioned by AMS as part of the Package Purchase, if the consideration of the complaint involves reducing the remuneration due to AMS, this remuneration shall be reduced according to the appropriate price list rates.

§ 9. Remuneration of AMS

1. The Client shall pay AMS the remuneration for the ordered Advertising Campaign.
2. AMS's remuneration for the execution of the Advertising Campaign shall be determined on the basis of the price list and the Commercial Policy applicable on the day of placing of the Order by the Client, on the terms and conditions set out in the Order.
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. 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. In the event of failure to meet the payment deadline referred to in clause 3 above, AMS has the right to refuse to accept the Order for subsequent Digital Displays the Client's Advertisements.
7. In the case of a Digital Display of a cyclical nature, that is, ordered for a period longer than 1 calendar month, AMS has the right to withhold the execution of the Advertising Campaign from the cycle ordered by the Client, if the Client does not pay the remuneration for the part of the Digital Display already completed, regardless of the right to charge statutory interest for the entire period of delay. After unsuccessful calling of the Client to pay the outstanding remuneration, AMS has the right to withdraw from the Order without the Client's right to demand the payment of compensation or a contractual penalty, while AMS has the right to demand payment of a contractual penalty from the Client under § 10 clauses 3 or 4 of the General Terms and Conditions.

§ 10. Order Renouncement

1. Until one day prior to the commencement of the Digital Display, the Parties may renounce the entire Order or any part thereof based on a statement in writing or sent in the electronic form, subject to the provisions below.
2. The declaration of renouncement of the Order shall not result in any financial consequences for the withdrawing Party if it occurred more than 14 (fourteen) days before the commencement of the Digital Display.
3. In the event of renouncement by any of the Parties of all or part of the Order, within a period shorter than that specified in clause 2 of this paragraph, the Party to which the declaration of renouncement was submitted has the right to demand from the other Party the payment of a contractual penalty calculated according to the following rules:
 - a) 75% of the net remuneration for the Advertising Campaign if the renouncement occurred from 1 day to 2 days before the commencement date of a Digital Display,
 - b) up to 50% of the net remuneration for the Advertising Campaign if the renouncement occurred from 3 days to 6 days before the commencement date of a Digital Display,
 - c) 25% of the net remuneration for the Advertising Campaign if the renouncement occurred from 7 days to 13 days before the commencement date of a Digital Display.
4. Notwithstanding the provisions of clauses 2 and 3 above, in relation to Advertising Campaigns commissioned to AMS as part of the Package Purchase, as well as in the case of other Advertising Campaigns the subject of which is Digital Display and Display of Advertisements, in the event of withdrawal from a given Order, the provisions of the General Terms and Conditions of Advertising Display on Digital Media of AMS S.A. in force at AMS shall apply accordingly (in particular regarding the method of calculating contractual penalties and their amounts).
5. The payment of the above contractual penalties shall be made on the basis of the accounting note within 14 days of its receipt by the party obligated to make a payment.
6. Until the first day of the Digital Display, AMS has the right to renounce the Order without incurring any liability in this respect, in the event of obtaining information about the Client's outstanding and unfulfilled obligations towards any company belonging to the Agora S.A. Capital Group. (i.e. towards Agora S.A. and all companies affiliated to Agora S.A.).
7. In the event that AMS renounces the Order in accordance with clause 6 above, the Client shall not be entitled to any claim related to the reimbursement of the costs of production of the Advertisements and other costs related to the Order, and the provisions of clauses 2 and 3 of this paragraph shall not apply.

§ 11. Personal data processing

1. The Controller of the Personal Data provided by the Client in connection with entrusting AMS with the service of Digital Display of Advertisements shall be AMS S.A. with the registered office 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 (or by letter sent to the address of the registered office of AMS) in any matters connected with Personal Data processing.
3. Personal Data provided by the Client shall be processed for the purpose of:
 - a) executing the ordered advertising services (i.e. in particular the performance of the Order and the performance of public and legal obligations related to its performance, resulting primarily from the relevant provisions of law, including accounting and tax regulations) – the legal basis is the necessity to conclude and perform the contract (Article 6 clause 1 letter b of the General Data Protection Regulation No 2016/679 ("the Regulation") and compliance with legal obligations to which the Controller is subject (Article 6 clause 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 clause 1 letter f of the Regulation).
4. Personal Data indicated by the Client in connection with entrusting AMS with the Digital Display of Advertisements may be transferred to entities providing services for the benefit of the Controller connected with the execution of the Digital Displays, 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 (i.e. Agora S.A. and its affiliated companies).
5. Personal Data indicated by the Client in connection with entrusting AMS with the Digital Display of Advertisements shall be processed as long as the Digital Displays are executed (i.e. in particular as long as the Order is valid). The period of Personal Data Processing may each time be extended by the period of limitation if personal data processing is necessary to pursue any claims or 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 entrusting AMS with the Digital Display of Advertisements 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 for the reasons justified by their specific situation.
7. Persons whose Personal Data are processed in connection with entrusting AMS with the Digital Display of Advertisements shall have the right to object to Personal Data processing processed for direct marketing purposes.
8. Persons whose Personal Data are processed in connection with entrusting AMS with the Digital Display of Advertisements 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 for AMS to perform the commissioned advertising services, including in particular to conclude and execute the Order.

§ 12. Final provisions

1. Any disputes 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 registered office of AMS.

2. The information pertaining to the Order, including information connected with negotiations conducted in connection with its placing, 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 (i.e. Agora S.A. and its affiliated companies).
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 consent expressed in writing or in the electronic form.
5. Any transfer of the Client's rights and obligations resulting from the Order to a third party shall require AMS's prior consent expressed in writing or in the electronic form.
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, and the Client shall be notified thereof by e-mail (at the provided e-mail addresses). If the Client submits no objection expressed in writing or in the electronic form 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 Digital Display on Digital Media" shall enter into force on 1 July 2021, and this version shall enter into force on 1 March 2026.