

## **ONAUDIENCE.COM SERVICE PROVISION REGULATIONS DATA MANAGEMENT PLATFORM**

### **Chapter 1. SERVICE PROVISION TERMS AND CONDITIONS**

1. The present Regulations specify the terms and conditions pursuant to which OnAudience.com Services are ordered and provided, as offered by **OnAudience Ltd** with its registered office in the United Kingdom, 20 Primrose Street, London EC2A 2EW, entered into the register of entrepreneurs of the Companies House, under number 10308972, hereinafter referred to as the **Service Provider**.
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, Service Provider 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 in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC ("GDPR") (Journal of Laws of the EU L of 4 May 2016).
4. In each case related to the data processing in accordance with these Terms and Conditions, please contact our Data Protection Officer. The contact details of our data protection officer are: [privacy@onaudience.com](mailto:privacy@onaudience.com)
5. Whenever used in these Regulations, the terms listed below shall have the following meaning:
  - 1) **Regulations** – the present OnAudience.com Service provision regulations.
  - 2) **Parties** – Service Provider and the Customer, referred to jointly.
  - 3) **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.
  - 4) **Service** – access to the Data Management Platform enabling the use of data acquired from in-house sources (1<sup>st</sup> party data). As part of the Service, the Data Warehouse assigns an anonymous ID to ensure full anonymity of data
  - 5) **System** – software, as well as the professional knowledge and expertise (know-how) of Service Provider , made available to the Customer pursuant to the Agreement in order to enable the management of 1<sup>st</sup> party data.
  - 6) **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.
  - 7) **1<sup>st</sup> Party Data** – data concerning the Users, acquired from the customer's own sources. These data shall not constitute personal data in the meaning of GDPR
  - 8) **3<sup>rd</sup> Party Data** – data concerning the Users, acquired from external sources and without any involvement of the Customer. These data shall not constitute personal data in the meaning of GDPR.

- 9) **Source Data** – information acquired with the use of Analyzing Scripts
  - 10) **Processed Data** – information acquired after analysis of the Source Data.
  - 11) **User Profile** – a set of Source Data and Processed Data, as collected in the Data Warehouse, related to the User.
  - 12) **User** – an entity/terminal identified with the use of a “cookie” or a similar technology. Based on the above technology, it is not possible to identify any natural person.
  - 13) **Agreement** – Service Provision Agreement concluded between Service Provider and the Customer.
  - 14) **Conclusion of Agreement** – the agreement between the Customer and Service Provider 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.
  - 15) **Confidential Information** - information referred to in Chapter 8 and concerned with the business activity of Service Provider and its affiliated entities, as long as such information is provided in relation to the performance of the Agreement.
4. Service Provider 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 once they have been published on the website. 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.
  5. 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.
  6. 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.
  7. The signing of the Service Provision Agreement by the Customer shall be equivalent to the acceptance of these Regulations.
  8. 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 Regulation (EU) 2016/679 of the European Parliament and of the Council “GDPR”.
  - c. The Customer has informed the Users about their rights and provided the opportunity to withdraw their consent and / or provided the opportunity to use the "opt-out"

mechanism.

- d. The Customer has informed all his partners about the rules of providing the Services, the necessity of having Users' consents to the use of "cookies" files and the way "cookie" files work. Including the inability to identify each time a cookie file set by pixel data of browsers and domains.
  - e. 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 Service Provider 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 Service Provider or its affiliate 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. Service Provider shall be obliged to provide the services with due diligence and to the best of its knowledge.
  6. Service Provider guarantees that the System will operate in a proper and stable manner excluding Force Majeure occurrence.

### **Chapter 3. DATA**

1. The Customer using the Services shall be provided with access to the Data Warehouse. The Data Warehouse will contain 1<sup>st</sup> Party Data. The Customer may take advantage of 3<sup>rd</sup> 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. The Customer assures the Service Provider that in the event that the Data Warehouse contains data entered by the Customer regarded as personal data in accordance with GDPR, the Customer has obtained and processes data in a manner compliant with GDPR.
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. Cookie files:

- a) collect data regarding your use of the Website, and their main purpose is to facilitate the use of the Website and customize the Website to your needs and expectations;
  - b) are placed on the User's end device and may also be used by advertisers and partners cooperating with us. Please check the privacy policy on our Website with detailed list of our Partners;
  - c) do not store information constituting personal data of the User (stored information is the following: user's ID, timestamp, anonymized geolocation);
  - d) are not used to determine the identity of the User;
  - e) are used on the Website, based on the consent of the Website User expressed through appropriate software settings, in particular through a web browser.
7. The User may at any time revoke or change the scope of any previously expressed consent to use cookie files on the Website and delete them from your browser.
  8. The user may also at any time limit or disable cookie files in your browser through the settings. In this case, however, your use of the Website may be less efficient, you may not have access to certain content or be able to use some of the Website's functionalities, and in extreme cases the correct display of the Website pages may be completely blocked.
  9. We will retain cookie files for a period of 12 months, we are not able to give the retention period concerning our partners, so please consider checking their privacy policy.
  10. 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>
  11. The Customer is required to enable users to take advantage of the Opt-Out mechanism, as well as to inform its partners about Opt-Out.
  12. The Customer undertakes to use the Data Warehouse in accordance with the Regulations, the Agreement and with the technical documentation obtained.
  13. The Customer may use the Data Warehouse via IT systems supplied by third parties, pursuant to separate agreements with regard to conditions set in this Regulations.
  14. The Customer may use the Data Warehouse for the following purposes:
    - 1) Processing 1<sup>st</sup> Party Data,
    - 2) Licensing 1<sup>st</sup> Party Data,
  15. As the Customer is the owner of 1<sup>st</sup> Party Data, such data is processed exclusively for their own purposes.
  16. Should the Parties agree the 1<sup>st</sup> 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 Service Provider System.
2. Service Provider hereby represents that it is authorized to grant a license to the System especially to give a sublicense in the following scope.
3. Pursuant to the Agreement, Service Provider, 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 Service Provider. Service Provider 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 Service Provider shall have the right to grant licenses to third parties as well.

#### **Chapter 5. LIABILITY**

1. Service Provider shall not be liable for any potential losses and violations, including GDPR, resulting from:
  - a. lack of continuity in the provision of the Services by Service Provider, 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 this Regulations including breach of data protection regulation by the Customer or its partners.
2. The liability of Service Provider towards the Customer shall be limited to actual losses only.
3. Should any third party claims be filed against Service Provider 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, Service Provider shall be obliged to immediately notify the Customer about any such third party claims submitted to Service Provider . In such cases, Service Provider 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 Service Provider with relevant documents confirming that the third party claims are not substantiated.
4. Service Provider 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 2.1 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 Service Provider for the period of time over which the Services were rendered for the benefit of the Customer.
6. The Customer shall indemnify and hold Service Provider 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 Service Provider in relation to Service Provider ' use of the content/materials/data supplied by the Customer, the Customer shall take every

effort to effectively release Service Provider 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. Service Provider 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](mailto:help@onaudience.com)
3. Service Provider 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. Service Provider 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 nor 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. The Customer must not assign the rights and obligations under the Agreement to any third parties without a written consent of Service Provider.
5. Service Provider 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.
6. The service provider is a company from the Cloud Technologies SA capital group with its seat in Warsaw. The list of related entities can be found on the website of the Service Provider.
7. Cloud Technologies follows the IAB Europe Transparency & Consent Framework Policy and is entered into the list of Consent Managing Platform partners.
8. The Parties undertake to strive to resolve any disputes arising out of their cooperation in an amicable manner. All disputes arising out of or in connection with this Regulations and the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Governing law shall be Polish law.
9. The Services may be taken advantage of with the use of an Internet browser supporting JavaScript and cookies.
10. The use of the Services may require a prior registration on a website.