

MORE

RULES FOR COOPERATION



ARTICLE 1. DEFINITIONS

Whenever these Rules for Cooperation, the Advertising Campaign Contract or the Order for the Production of an Advertising Spot contain the following terms, such terms shall be interpreted in the following way:

1. **Rules for Cooperation** – these rules for cooperation which refer to conducting Advertising Campaigns on MORE Advertising Spaces by Jet Line Spółka z ograniczoną odpowiedzialnością Spółka komandytowa;
2. **Jet Line** – Jet Line Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Warsaw at ul. Broniewskiego 3, 01-785 Warsaw, entered in the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under the number 0000303458, a VAT payer with NIP number 526 22 37 705, represented by a limited partner of Jet Line Sp. z o.o.;
3. **Client** – natural person, legal person or any other organisational unit without a legal personality who commissions Jet Line to conduct an Advertising Campaign on MORE Advertising Spaces;
4. **Parties** – the Client and Jet Line jointly;
5. **Advertising Campaign** – the activities carried out by Jet Line in order to broadcast Spots on MORE Advertising Spaces at a given time;
6. **MORE Advertising Space** (also referred to as the Advertising Space) – an LCD screen with a screen size between 55" and 75" adapted to the display of static and dynamic advertising materials, installed in the shop window inside business premises;
7. **Advertising Spot** (also referred to as the Spot) – static or dynamic advertising material with no sound, digital, prepared in accordance with the parameters set out in Article 16, intended to be broadcast on the Advertising Space;
8. **Broadcast of the Spot** (also referred to as the Broadcast) – a display of the Client's Spot on the Advertising Space against payment;
9. **Length of the Spot** – the number of seconds the Spot broadcast lasts determined in the Contract;
10. **Number of Broadcasts** – the number of Spots broadcasts in a given Advertising Campaign Period determined in the Contract. The Spots may be broadcast between 6 a.m. and midnight.
11. **Materials for Spots Production** (also referred to as the Materials) – the guidelines and image files which allow the production of a Spot in accordance with the parameters set out in Article 16.
12. **Advertising Campaign Contract** (also referred to as the Contract) – the contract entered into between Jet Line and the Client, along with schedules and annexes, to carry out the Advertising Campaign;
13. **Advertising Campaign Period** (also referred to as the Campaign Period) – the period specified in the Contract to carry out the Advertising Campaign during which the Spots will be broadcast;
14. **MyLED Platform** – a software to carry out the Advertising Campaign on Advertising Spaces;
15. **Value of the Spot** – the value of the Advertising Campaign in Polish zloty divided by the number of Spots to be broadcast during the Advertising Campaign
16. **Business Day** – any day from Monday to Friday except bank holidays and 2 May, 24 December and 31 December of each year;
17. **Force Majeure** – events such as: random events beyond the Parties' control, requests to dismantle the Advertising Spaces or to cease broadcasting the Spots and other similarly exceptional circumstances, as long as such events are independent of any of the Parties, their subcontractors and suppliers.

ARTICLE 2. GENERAL PROVISIONS

The Spots shall be broadcast via MyLED Platform in accordance with the Advertising Campaign Contract, the Rules for Cooperation and the applicable legal provisions.

ARTICLE 3. ADVERTISING CAMPAIGN PERIOD

1. Jet Line warrants that the broadcast of Spots on all Advertising Spaces shall start on the first day of the Campaign Period, save for the situations specified in Articles 3.2 and 10.3.
2. If the Client fails to deliver the Spots to Jet Line within the time limit specified in Article 4.1 and in the case of a delay caused by the situation specified in Article 4.2 hereof, the Campaign Period shall not be extended while the Client shall pay remuneration in full for carrying out the Advertising Campaign.

ARTICLE 4. DELIVERY OF SPOTS BY THE CLIENT

1. After Contract execution the Client shall deliver to Jet Line all the Spots prepared in line with the conditions specified in Article 16 hereof no later than within 3 Business Days prior to the start of the Campaign Period. The Advertising Spots shall be delivered in electronic form to the address specified in the Contract.
2. If the Spots fail to meet the conditions specified herein, Jet Line shall notify the Client of this within 2 Business Days following the receipt of the Spots. The Parties shall treat this situation as failure to deliver the Spots and Jet Line shall not be obliged to broadcast such Spots. Jet Line shall be entitled to the remuneration specified in the Contract, which in such a case is the remuneration for readiness to carry out the Advertising Campaign. Broadcast shall start no later than within 3 Business Days following the delivery of Spots which meet the conditions specified in Article 16 hereof, however no later than on the first day of the Campaign Period.
3. If the obligation to produce the Spots rests with the Client, the Client shall assume full responsibility for asserting any claims against the producer related to improper production of such Spots.

ARTICLE 5. REMUNERATION FOR CONDUCTING THE ADVERTISING CAMPAIGN

1. The Client shall pay Jet Line remuneration for the Advertising Campaign ordered under the Contract.
2. Remuneration for conducting the Advertising Campaign (which is the total of the remuneration for broadcasting the Spots and for technical services throughout the Campaign Period) is specified in the Contract.
3. The remuneration amount stated in the Contract is the net amount, which VAT in the amount specified in the relevant legal provisions shall be added to.
4. The remuneration shall be paid to Jet Line bank account stated on VAT invoice within 21 days following the date on which the Client receives the VAT invoice.
5. The invoices for broadcasting the Spots and for technical services shall be issued for periods no longer than monthly periods of the Campaign Period on the first Business Day of each month within the Advertising Campaign Period. If the Campaign Period does not start on the first day of the month, the first invoice shall be issued on the first Business Day following the start of the Campaign Period.
6. In the case of delay in payment the Client shall pay interest in the statutory amount.
7. The day on which the full amount of remuneration payable to Jet Line is credited to Jet Line bank account shall be the date of remuneration payment.
8. If the time limit for payment, referred to in item 4 above, is not observed, Jet Line has the right to refuse to enter into the Advertising Campaign Contract to carry out the next campaigns.
9. If the Advertising Campaign Period is longer than one calendar month, Jet Line has the right to withhold conducting the Advertising Campaign, should the Client fail to pay on time remuneration for the Advertising Campaign carried out in the previous month(s). Jet Line shall be entitled to the remuneration specified in the Contract, which in this case is the remuneration for readiness to carry out the Advertising Campaign. If the Client defaults on remuneration for at least two payment periods, Jet Line may terminate the Contract effective immediately.

ARTICLE 6. JET LINE'S DUTIES

For the remuneration, referred to in Article 5 hereof and in the Contract, Jet Line shall:

- a) broadcast Spots on Advertising Spaces;
- b) reformat the Spots supplied by the Client to the formats and parameters of Advertising Spaces used in the Campaign;
- c) inform the Client of any malfunctions in the broadcast of the Spots;
- d) provide the Client, within 2 Business Days following the date of starting the Campaign, a Campaign progress report. The report shall contain no more than 3 sample photos and information on the date of starting the Campaign;
- e) provide the Client, within 2 Business Days following the date of finishing the Campaign, information about its end and about the Number of Broadcasts.

ARTICLE 7. THE CLIENT'S DUTIES

The Client shall:

- a) provide Jet Line with the Spots prepared in line with the parameters specified in Article 16 hereof within the time limit stated in Article 4.1;
- b) make timely payments in line with the Rules for Cooperation and with the Contract.

ARTICLE 8. RIGHTS TO TRADEMARKS

The Rules for Cooperation, the Contract and performance thereof do not infringe on or transfer the right of any of the Parties or third parties to any trademarks, slogans or trade names, copyright, which exist now or may exist in the future on the Advertising Space.

ARTICLE 9. LIABILITY FOR THE CONTENT OF THE SPOTS

1. The Client is solely liable for the content of the Spots broadcast on the Advertising Spaces under the Rules for Cooperation and the Contract.
2. The Client shall obtain from third parties, whose goods have been used when preparing the Spots, relevant authorisations to utilize such goods to the extent specified in the Rules for Cooperation and in the Contract.
3. In the case of requests, claims formulated by one or more third parties demanding to redress the damage arising from an infringement of their property or personal rights in the performance of the Contract, the Client shall immediately release Jet Line at Jet Line's request from any third-party claims related to Spots broadcast. Furthermore, the Client shall be liable for any damage incurred by Jet Line in relation to an infringement of third party rights resulting from Spots broadcast.
4. If third parties raise against Jet Line any claims arising from an infringement of their copyright or related rights due to Spots broadcast, the Client shall reimburse Jet Line for the royalties (if any) and/or shall pay damages awarded by the court in favour of third parties or paid under a court or out-of-court settlement along with any costs incurred in connection with such infringements, as long as third party claims turn out to be legitimate, with the proviso that any costs, damages and royalties other than the ones awarded in litigation shall be each time agreed on with the Client. The above does not waive the Client's liability to Jet Line provided for in the relevant legal provisions.
5. If a third party institutes legal proceedings against Jet Line or otherwise submits claims for an infringement of rights of such a third party as a result of Spots broadcast, the Client shall immediately join the litigation or negotiations pending at each request of Jet Line. Failing to perform this obligation in a timely manner, the Client will not be able to raise in a dispute between the Parties to the Contract (if any) the defence of erroneous resolution of the case or the defence of Jet Line's defective conduct of the litigation or negotiations.
6. Regardless of the Client's responsibility for the content of the Spot, Jet Line may refuse to Broadcast the Spots, if their content:

- contains words commonly regarded to be offensive and/or obscene,
- contains drastic, obscene or pornographic images,
- incites religious, ethnic, national, cultural etc. hatred,
- provokes to commit crimes or promotes violence,
- infringes on and/or compromises personal rights of persons other than the Client,
- violates the Polish law.

Such action on the part of Jet Line shall not be deemed a violation of the Rules for Cooperation or of the Contract and the Client shall be responsible in particular for covering the cost of Jet Line's remuneration as specified in the Contract.

ARTICLE 10. INTERRUPTION OF SPOT BROADCAST

1. Jet Line is entitled to interrupt Broadcast temporarily for technical reasons. Jet Line shall exercise due care to make the aforementioned Broadcast interruptions as short as possible. Broadcast interruptions for technical reasons shall not have an impact on the evaluation of Jet Line's performance of its obligations in terms of Broadcast of the Spot.
2. If:
 - for technical reasons Jet Line broadcasts less than 95% of the Number of Broadcasts agreed on in the Contract;
 - it is not possible to broadcast the Spot on given Advertising Space(s) during the Campaign Period for reasons other than the ones indicated in Article 10.1 and 10.3,
 Jet Line shall broadcast the Spots (whose number shall correspond to the number of the Spots which have not been broadcast) on other Advertising Spaces selected by Jet Line or shall reduce remuneration by the value of each Spot which has not been broadcast.
3. Jet Line shall not be liable to the Client for non-performance or improper performance of the Contract for reasons attributable to third parties, including owners/holders of business premises where Advertising Spaces are installed, or caused by Force Majeure as defined in Article 1.17 hereof. If a Force Majeure event lasts more than 5 Business Days, the contract expires insofar as it is affected by Force Majeure circumstances.
4. Jet Line shall not be liable for the Client's damage in the form of lost profits and damage to the image.
5. In the event of non-performance or improper performance of the Contract by Jet Line the total liability of Jet Line for the damage actually incurred by the Client is limited to the amount of remuneration payable to Jet Line under the Contract.

ARTICLE 11. APPLICABLE LAW AND JURISDICTION

1. Any matters not regulated herein or in the Contract shall be subject to the provisions of the Polish Civil Code and to other relevant applicable legal regulations.
2. Any disputes shall be resolved by the Parties through negotiation. If the Parties fail to reach an agreement this way within 10 days following the occurrence of a dispute, the dispute shall be resolved by the common court having jurisdiction over Jet Line.

ARTICLE 12. TAXES AND CHARGES

1. Any public taxes and charges related to the Advertising Space operation as at the date of signing the Contract shall be borne by Jet Line.
2. If the taxes and charges are increased or if new taxes and charges are introduced, where such taxes and charges are related to the maintenance of the Advertising Space and have a proven impact on calculating the remuneration, Jet Line reserves the right to change the same to a relevant extent. If the proposed change fails to be accepted within 5 Business Days following the date of receiving information, each Party has the right to terminate the Contract effective immediately without any mutual claims of the Parties.

ARTICLE 13. CONTRACTUAL PENALTIES

1. If the Client cancels the Advertising Campaign, he shall pay to Jet Line contractual penalty in the following amount:
 - in the case of cancellation in the period from Contract execution up to 91 days counted to the first day of the Campaign Period, 20% of the total net remuneration for the broadcast of the Spots;
 - in the case of cancellation in the period between 90 and 46 days counted to the first day of the Campaign Period, 60% of the total net remuneration for the broadcast of the Spots;
 - in the case of cancellation the period between 45 days and 1 day counted to the first day of the Campaign Period, 100 % of the total net remuneration for the broadcast of the Spots;
 - in the case of cancellation during the Campaign Period, 100% of net remuneration for the broadcast of the Spots which the Client cancelled.
2. The above contractual penalties shall be paid against an accounting document received from Jet Line within 14 days following its receipt.

ARTICLE 14. ADDITIONAL DUTIES OF THE PARTIES

1. The Parties decide that all the notifications and any correspondence forwarded or provided under the Contract and under Rules for Cooperation (excluding the situations referred to in Articles 4.1, 4.2, Article 6 items c, d and e, Article 7 item a and Article 18.1 hereof) shall be deemed to have been served or provided, if they have been submitted in writing and delivered in person against a confirmation of receipt or sent by courier or registered post to the addresses stated in the Contract.
2. If the Rules for Cooperation or the Contract provide for the delivery of correspondence by email, the Parties shall state in the Contract the email addresses of the persons designated to receive and accept correspondence.
3. The Parties shall inform each other of any changes to the address for service in the manner relevant for the notifications.
4. The Client consents to Jet Line's use of the image of Advertising Spaces with broadcast Advertising Spots for marketing and promotional purposes. This consent is not limited in terms of time or location.

ARTICLE 15. CONFIDENTIALITY CLAUSE

The Parties shall keep confidential from any third parties any issues arising from Contract performance and related to commercial, promotional, marketing or strategic matters during the term of this Contract and for 2 years following its termination or expiry.

ARTICLE 16. TECHNICAL CONDITIONS OF THE SPOTS AND OF THE MATERIALS USED FOR THEIR PRODUCTION

FILES SPECIFICATIONS:

Resolution: 1080x1920 px;

Proportion: 9:16;

Maximum size of video Spot: 15 MB

Spot length: 10 seconds or its multiplication;

Sound: none;

Frame rate: 24 to 30 frames/second;

Bit rate: dynamic;

Pixel aspect ratio: square;

Supported formats: MP4; HTML; static images (*.jpg, *.png).



MATERIALS USED FOR THE PRODUCTION OF AN ADVERTISING SPOT

If Jet Line has been commissioned to create a Spot, the Client shall supply the materials which will allow its preparation:

- work files (together with sources, e.g. .aep package*) or target files containing extracted elements which the animation will be made from;
- photos/multimedia which the animation will be composed of;
- vector files of the logos which are to be included in the animation;
- fonts, if defined earlier;
- an outline of the idea for the Spot;
- any graphic material other than a photo must be a vector file and all the work files must be in a graphically editable version.

The above files must comply with the following technical requirements:

- video formats: *.mp4, *.avi;
- minimum 24 frames/second;
- image files with minimum compression or without compression;
- pixel aspect ratio: square;
- photo formats (RGB): *.jpg, *.png, *.tif, *.bmp;
- other formats: *.ai, *.psd, *.pdf (open), *.eps – texts converted to curves;
- size of photos and graphics: minimum 600 px vertically.

ARTICLE 17. PERSONAL DATA PROTECTION

1. The controller of the personal data provided by the Client in relation to entering into and performing the Contract or/and the Order for the Production of an Advertising Spot is Jet Line Spółka z ograniczoną odpowiedzialnością Sp.k. with its registered office in Warsaw (01-785) at ul. Broniewskiego 3 („Controller”).
2. The Controller may be contacted by email at Jet Line@Jet Line.pl (or by post to the address of Jet Line registered office) in any matters concerning the processing of personal data.
3. The personal data provided by the Client shall be processed for the purpose of:
 - a) entering into and performance of a contract, i.e. under Article 6(1)(b) of the General Data Protection Regulation (hereinafter referred to as „GDPR”);
 - b) compliance with a legal obligation to which the controller is subject, under Article 6(1)(c) of GDPR, arising from the EU or the Polish law;
 - c) legitimate interests pursued by the controller or by a third party, under Article 6(1)(f) of GDPR, which the Controller deems to be in particular: direct marketing and the possibility to establish or pursue claims (if any) or defence against such claims.
4. Personal data indicated by the Client in the Contract or/and in the Order for the Production of an Advertising Spot may be transferred to entities providing services to the Controller related to the performance of the Contract or/ and the Order for the Production of an Advertising Spot, such as subcontractors, accounting services providers, IT systems and services suppliers, legal services providers (including tax and debt collection services providers), document archiving services providers. Personal data may also be transferred to authorised bodies to the extent required under the applicable laws.
5. Personal data indicated by the Client in the Contract or/and in the Order for the Production of an Advertising Spot shall be processed until the end of the term of the Contract or/and of the Order for the Production of an Advertising Spot. The period of Personal Data processing may be extended each time by the period of the statute of limitations on claims, if the processing of personal data is necessary for the exercise or defence of claims (if any) by the Controller. After this period the data shall be processed only to such an extent and for such a period as are provided for by the law.

6. The persons whose personal data are processed in relation to entering into and performance of the Contract or/ and the Order for the Production of an Advertising Spot shall have the right:
 - to have access to the content of the personal data and request their rectification, erasure, restriction of processing, the right to data portability and object to data processing;
 - to lodge a complaint with a supervisory authority which deals with personal data protection, if it is found that the processing of personal data violates GDPR provisions;
 - to object to the processing of personal data for reasons related to their particular situation.
7. The provision of personal data by the Client is necessary for entering into and performance of the Contract or/ and the Order for the Production of an Advertising Spot.

ARTICLE 18. FINAL PROVISIONS

1. Jet Line reserves the right to make changes to the Rules for Cooperation. Any changes to the Rules for Cooperation shall be placed on the website www.Jet Line.pl and the Client shall be notified of making such changes via email to the email address provided in the Contract. If within two weeks following the date of receiving notification of the changes made to the Rules for Cooperation the Client does not object in writing, it shall be deemed that the Client has consented to the changes to the Rules for Cooperation. However, if the Client refuses to accept the changes made to the Rules for Cooperation, the Parties shall continue the performance of the Contract in line with Rules for Cooperation in force at that time.
2. In the performance of the Contract Jet Line may use third parties and shall be liable for their acts or omissions as if they were its own.
3. In the case of discrepancies between the content of these Rules for Cooperation and the content of the Contract, the provisions of the Contract shall prevail.
4. These Rules for Cooperation shall enter into force on 23 September 2019 (translation date: November 2020).