

## **RULES AND REGULATIONS**

### **§ 1.**

#### **General Provisions**

1. These Rules and Regulations set out the principles and terms of electronic service provision by the Administrator as part of website made available under the name "Adrian" (hereinafter referred to as "**Adrian**").
2. The Administrator is Omnicom Media Group Sp. z o.o. with its registered office in Warsaw at ul. Ibisa 14, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 13<sup>th</sup> Economic Division of the National Court Register under entry No. KRS: 0000029777 State Statistical No. (REGON): 010296560, VAT Reg. No. (NIP) 5220005657.
3. In order to use Adrian, the User must have an ICT system which fulfils the following technical requirements as a minimum:
  - a. access to the Internet;
  - b. possibility of using a standard Internet browser, the settings of which, in case of an intention of using an encrypted site whilst logging in to Adrian, should allow for the servicing of encrypted connection;
  - c. possibility of using software that enables reading of files sent by persons with whom the User communicates via Adrian in various formats (including graphic, audio, multimedia, text, video, etc.);
  - d. access to configured electronic mailbox, the address to which was provided during the registration (hereinafter referred to as the "Registration").
4. The User, using Adrian, shall not perform any illegal actions, and in particular shall not:
  - a. use the Adrian system directly or indirectly for purposes contradictory with the law or with the aim of breaching any legal provisions;
  - b. use the Adrian system in a mode contradictory with these Rules and Regulations, good practice or generally accepted principles of using the Internet;
  - c. use the Adrian system in a mode breaching the Administrator's rights, rights of other Users or third parties, in particular by providing false data or third party's data, impersonating other entities or abusing rights that were granted to the User.

### **§ 2.**

#### **Registration**

1. Users of the Adrian system (hereinafter referred to as the "Users") may be natural persons who are older than 18, legal persons or organisational units without legal personality which were granted legal personality pursuant to the act.
2. For the purpose of full use of the available functionalities of Adrian, the User should register. In order to Register, the User should notify the Administrator about the intention to register and log in for the first time in line with the Administrator's

instruction. The Administrator sends an activation link to the provided e-mail address which is necessary to complete the Registration process. The User confirms his/ her identity and the intention to Register in Adrian by clicking the activation link redirecting the User to Adrian.

3. The User, after completing the Registration, voluntarily starts to use Adrian and declares that the data contained in the registration form refer to the User, are complete and true.
4. As a result of correctly completed Registration, the User receives access to a set of data created for the User (hereinafter referred to as the “**Account**”), which the User may use as part of the Adrian system after entering the e-mail address and the password set during the Registration.
5. The Users, whilst using Adrian, may act on their own account or – pursuant to authorisation held by them - on behalf of and for the benefit of legal persons or organisational units without legal personality; Users may use the Adrian services and file statements of will (accept documents).
6. The Account contains the User’s data provided or approved by the User. In case of any changes in the data provided with respect to the Account, the User shall immediately update them. The User shall be liable in case of entering or keeping incomplete, invalid or false data.
7. The User shall not allow any third parties to use the Account, and shall not disclose the password used to access the Account. The User shall keep the password to the Account secret and shall secure it from disclosure. The User shall immediately inform the Administrator if the access data to the Account were taken over by a third party and clarify such circumstances.
8. In case provision of data of third parties other than the User’s data is allowed at any place of the Adrian system (e.g. for recommendation purposes or to effect communication), the User, entering such data, declares that the User received, from a person whose data are entered, a necessary consent to use his/ her data in Adrian and that in case of unauthorised provision of said data, the User shall bear full liability which is related to the provision of such data, as well as the User shall indemnify and hold the Administrator harmless from any potential claims.
9. The User shall not use his/ her Account in a mode inconsistent with the nature and the intended use of services provided by the Administrator as part of the Adrian system and in a mode disrupting the use of such services, in particular with the aim of sending any non-solicited commercial information via Adrian.
10. In case the User violates these Rules and Regulations, legal provisions or good practice, the Administrator may terminate the agreement with the User or suspend its performance as part of a specific Account. In particular, the above refers to the situation when the User downloaded or used - in any scope - materials made available as part of Adrian without the Administrator’s consent.
11. It is forbidden to aggregate and process data and any other information available in Adrian for the purpose of making it available to third parties as part of other websites, as well as outside of Internet. It is also forbidden to use the Adrian symbols, including the characteristic elements of the graphic design, without the Administrator’s consent.

### § 3.

## Use of the Adrian System

1. The User may use his/ her Account:
  - a. to submit statements of will on own behalf;
  - b. to submit statements of will on somebody else's behalf as part of the authorisation held by the User, in particular as a representative, a proxy or a member of the entrepreneur's body.

2. The Administrator makes the following services available to Users:

- a. **SIGNING AGREEMENTS**

The primary service of the Adrian system is to allow the Users to enter into civil law agreements or to file other statements of will with the use of the Adrian system upon principles described in these Rules and Regulations.

Signing agreements consists in submission of consensual statements of will in an electronic form, which allows for observing the documentary form of the statement of will.

The Users may conclude, within limits permitted by the law, any civil law agreements with the use of the website, for which the legal provisions do not stipulate the requirement of observing a written form under pain of nullity or any other special form (notarial deed, written form with a notarially certified signature, certified date), unless observance of the special form is reserved exclusively for production of specific effects of a legal action. The same applies to other statements of will filed as part of the Adrian system.

- b. **STORAGE AND MAKING ELECTRONIC DOCUMENTS AVAILABLE:** consists in storage on the Adrian servers of documents and possibility of making documents kept in Adrian available by Users to other persons by indicating the mode of authenticating access to the document;
    - c. **DURABLE DIGITAL DOCUMENT MEDIA:** consisting in storage or on-line transfer of a document in a mode preventing its change or enabling access to the information in the future for a time adequate to the purposes for which such information is used, allowing for reproduction of stored information in an unchanged form.
3. The Users have the option of setting up the Accounts for natural persons conducting business activity, legal persons or organisational units without legal personality (hereinafter referred to as "Companies") as part of which data of Companies are collected, along with a list of Users authorised to participate in the circulation of documents (including submission of declarations on behalf of the Company) and history of activities as part of the Adrian system. It is forbidden to set up Company Accounts using the data of such entities without authorisation to represent them or without adequate authorisation from persons authorised to act on behalf of such entities.
4. Users who have Company Accounts authorise the Administrator to use the name or the symbol (logo) of the entrepreneur for which an Account was set up to designate

the Account or the User, as well as to perform services specified in these Rules and Regulations and information activities about the provided services.

#### **§ 4.**

##### **Conclusion of Agreements and Submission of Statements of Will**

1. Users, as part of their Accounts, have the option of sending documents to the Adrian server, consisting of electronic files, which contain information that is, in particular, the object of a submitted declaration, arrangement, consultation, or which form an offer for agreement conclusion (hereinafter referred to as the “files”). As part of Adrian, it is possible to view files in PDF, DOC, DOCX, XLS and XLSX formats, (irrespective of the uploaded format, the files are presented in the PDF format). Files in another format (binary files) require opening with the use of other adequate software.
2. For submission of declarations of will, persons should be properly authorised to represent an entity for which a Company Account was set up. The website Administrator shall not be liable in relation to absence of relevant authorisation on the part of persons authorised by the Administrator to a Company Account.
3. By confirming the “Accept” option (or another option denoting acceptance), the User files (relevant to the content of such option) a statement of will with respect to the content expressed in the document, whereas the document is treated as signed by the User. The above also refers to the submission of statements of will to confirm the content of a binary file the opening of which requires separate software and thus the Users should make sure that they have read the binary file before they file a specific statement of will.
4. At the moment when all entities listed as [“Accepting Party”] confirm the “Accept” option, the content of the document is confirmed and if the document is an agreement, the agreement is concluded in the form specified in the content of the accepted document. An electronic version of the document, along with notes on acceptance, shall appear in the Account of every signing User.

#### **§ 5.**

##### **Data Protection and Confidentiality**

1. Personal data provided by the Users are collected and processed by the Administrator in line with the applicable legal provisions and in compliance with the Privacy Policy and Cookies Policy. The Administrator's priority is to ensure confidentiality and security of the Users' personal data.
2. The Users' data may be provided to other Users in case it is necessary for communication purposes or for conclusion or performance of an agreement concluded via tools made available as part of Adrian.

#### **§ 5.**

##### **Role of the Administrator**

1. The Administrator makes IT tools available to the Users for the purpose of communication among the Users, whereas the Administrator shall not be liable for the conduct of Users or for improper performance or failure to perform actual or legal activities by the Users in relation to the documents processed as part of Adrian, and shall not be liable for the consequences of actions of the Users and third parties which violate the provisions of these Rules and Regulations. In particular, the Administrator shall not be liable for failure to conclude or invalidity of agreements concluded among Users, which are the result of actions or omissions of Users.
2. The Administrator shall not be liable for truthfulness and reliability of information provided by the Users, or the capacity of a User of being a subject of a legal activity.
3. In case the User's actions violate the provisions of these Rules and Regulations, provisions of the applicable law, rights of other Users or third parties, as well as in other justified cases when the Account or the User's actions as part of Adrian require additional verification of data, the Administrator may:
  - a. suspend the User's Account for a limited or unlimited period of time;
  - b. limit the functionality of the User's Account for a limited or unlimited period of time within the scope of access to individual services provided as part of Adrian;
  - c. make the use of Adrian dependent on confirmation by the User of his/ her credibility in a mode indicated by the Administrator.
4. Apart from Account suspension, the User shall bear full liability for his/ her actions and omissions which were the basis for suspending an Account; in particular, the User shall bear full liability for damages towards the Administrator.

## **§ 6.**

### **Complaint Procedure**

1. The User may file a complaint if services foreseen in these Rules and Regulations are not provided by the Administrator or are provided in violation of the provisions of these Rules and Regulations.
2. A complaint may be submitted in an electronic form via a contact form or in written form to the Administrator's address.
3. If the data or information provided in the complaint must be supplemented for correct processing of the complaint and satisfying the User's request, prior to processing the complaint, the Administrator shall request the party submitting the complaint to supplement it within the required scope within a specified deadline. Inefficient lapse of the deadline shall render the complaint unfit for processing and shall result in its dismissal. Summoning the User to supplement the complaint stops the time limit for the complaint processing. This provision is without prejudice to provisions of mandatory legal provisions in a scope in which they grant broader protection to consumers.
4. The Administrator shall process a complaint within 14 days from the date of its receipt in a correct form, with a reservation that the Administrator may refuse to process complaints submitted after the lapse of 90 days from the disclosure of causes of complaint.

5. A response to the complaint is sent exclusively to the e-mail address assigned to the Account of a given User. In justified cases, the Administrator may send the response to another e-mail address specified by the person filing the complaint, which is not assigned to the Account of the User who is filing the complaint.

## **§ 7.**

### **Term of Agreement and Its Termination**

1. As of the moment of Registration in Adrian, an unlimited term agreement is concluded between the User and Adrian. The agreement may be terminated at any moment via a declaration submitted to the Administrator in writing or via e-mail.
2. Due to material reasons for which the Administrator is not liable, the agreement may be terminated by the Administrator via a notice, observing a seven day notice period.
3. If the agreement was terminated based on the Administrator's declaration, the User shall not register an Account again without the Administrator's prior consent.
4. Submission of a declaration on termination of the agreement by the User with the Administrator (with respect to a specific Account) takes place as of the moment of sending a relevant declaration to the e-mail address of the Administrator.

## **§ 8.**

### **Final Provisions**

1. The law governing the agreement between the User and the Administrator the object of which are services provided by the Administrator as part of Adrian shall be the Polish law.
2. In case any provisions of these Rules and Regulations are deemed invalid in a court judgement or another competent authority, the remaining provisions shall continue to be valid.