Terms and Conditions of BusinessClick Program

I. GENERAL PROVISIONS

1. The BusinessClick Program is operated by BusinessClick Sp. z o.o. with its registered office in Warsaw at ul. Żwirki i Wigury 16, registered in the District Court for the Capital City of Warsaw under KRS number 0000292126, Tax ID number NIP: 897-17-35-429, share capital of PLN 600,000.00 – hereinafter referred to as "**BusinessClick**".

2. The BusinessClick Program is provided in accordance with these Terms and Conditions.

3. These Terms and Conditions govern the use of the BusinessClick Program. Every Publisher shall, upon undertaking actions to participate in the BusinessClick Program, observe the provisions of the Terms and Conditions.

II. DEFINITIONS

1. Prebid Adapter – a script enabling to serve BusinessClick ads in the auction model, whereby the Publisher informs BusinessClick of an available auction (bid request). BusinessClick may enter the auction by sending the publisher a bid response with the rate offered by BusinessClick for displaying the BusinessClick ad.

2. CPM (Cost Per Mille) – a standard parameter used in advertising pricing, constituting the basic fee unit per 1,000 views;

3. Unit Rate per Valid Event – a net fee which the BusinessClick End Customer pays to BusinessClick for the BusinessClick Ads serving under the CPM model;

4. BusinessClick End Customer – a natural or legal person or a self-employed natural person, ordering the serving of BusinessClick Ads on websites – Advertising Spaces of Publishers participating in the BusinessClick Program;

5. Ad Impression Count – the number of times the BusinessClick Ad is shown to users in the Publisher's Ad Inventory;

6. Unpaid Valid Event – a Valid Event for which BusinessClick has not received a fee from a BusinessClick End Customer within the time limit agreed with this BusinessClick End Customer.

7. Publisher Panel – an online platform designated to the Publisher by BusinessClick, which enables the Publisher to use a set of IT tools to edit BusinessClick Ad parameters via the telecommunications network, access BusinessClick Ads serving statistics, as well as statistics of Valid Events and amounts due to the Publisher under the cooperation covered by the provisions of the Terms and Conditions, available

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on the website designated by BusinessClick – after the Publisher has entered the login and password that will be made available to the Publisher's representative by BusinessClick;

8. Publisher's Ad Inventory – the part of the Publisher's Advertising Space designated by the Publisher for the purpose of serving BusinessClick Ads;

9. BusinessClick Program – means a cooperation of BusinessClick with Publishers in accordance with the Terms and Conditions;

10. Redirect – a single event consisting of a user clicking on the BusinessClick Ad placed in the Publisher's Ad Inventory;

11. Terms and Conditions – these the terms and conditions of partner cooperation in the BusinessClick Program;

12. BusinessClick Ad – a type of advertising message in the form of hypertext or graphic link (created in HTML, FLASH, Java or other supporting technologies) which leads to the website of BusinessClick End Customer displayed in the Publishers' Ad Inventories with the use of BusinessClick Server;

13. BusinessClick Server – an IT system designated by BusinessClick used for serving of BusinessClick Ads in the Publishers' Ad Inventories, enabling Publishers to participate in cooperation related to BusinessClick Ad serving, and containing statistics of Valid Events;

14. Bid Rate – an amount offered by Businessclick Prebid Adapter in the prebid auction in a bid response;

15. BusinessClick Antifraud System – an IT system designated by BusinessClick, monitoring Valid Events generated by fraudulent methods of generating Redirects (e.g., using tools for automatic click or impression generation, repeated manual clicks or impressions, texts encouraging users to click on ads);

16. Agreement – an agreement for participation in the BusinessClick Program, concluded under the terms and conditions specified in the Terms and Conditions; an Agreement may be concluded as a result of acceptance of the Terms and Conditions (by email or in another manner, in particular taking into account Item III.4 of the Terms and Conditions) by the Publisher, or – if BusinessClick consents to that – in the form of an additional agreement concluded by BusinessClick and the Publisher. The Agreement is concluded for an indefinite period.

17. Valid Event – an Ad impression which has not been generated by fraudulent methods (e.g., by using tools for automatic click or impression generation, repeated manual clicks or impressions, texts encouraging users to click on ads); the BusinessClick Antifraud System decides whether a given Event is a Valid Event;

18. Publisher's Advertising Space – a set of websites, applications and the Publisher's Ad Inventory placed thereon to which the Publisher has rights to the extent necessary to perform the Agreement;

19. Publisher – a legal entity or organisational unit without legal personality, established in various locations without territorial restrictions, which makes available its website or application and the Publisher's Ad Inventory placed thereon to serve BusinessClick Ads on the basis of the BusinessClick Server software;

20. Advertising SDK (Software Development Kit) – a development tool – advertising library enabling the application owner to display ads;

21. Licence to use – Terms and Conditions regarding rights and obligations related to the use od BusinessClick Advertising SDK;

III. TERMS AND CONDITIONS OF BUSINESSCLICK PROGRAM

1. The BusinessClick Program enables BusinessClick Ad serving in the Publisher's Ad Inventory. The Publisher participating in the BusinessClick Program makes the Publisher's Ad Inventory available for this purpose. The scope of the Publisher's Ad Inventory is specified by the Publisher, taking into account the provisions of Terms and Conditions.

2. Rules of BusinessClick Ads serving:

   a. BusinessClick serves BusinessClick Ads in the Publisher's Ad Inventory,

   b. The Publisher grants its consent for the use of the Publisher's Ad Inventory by BusinessClick; for this purpose the Publisher provides BusinessClick with all necessary information, including on the structure of the Publisher's Ad Inventory, and undertakes to integrate the Publisher's Ad Inventory with the BusinessClick Server through BusinessClick Prebid Adapter or to add the BusinessClick Advertising SDK; the manner of integration has been described in Item IV of Terms and Conditions, BusinessClick shall not be liable for damages arising from the Publisher's non-performance or improper performance of obligations referred to in this Item,

   c. BusinessClick acquires BusinessClick End Customers interested in display of advertising content in the Publisher's Ad Inventory,

   d. To enable settlements under the cooperation, BusinessClick undertakes to provide the Publisher with BusinessClick Ads serving statistics in the Publisher's Ad Inventory on an ongoing basis through the BusinessClick Publisher Panel,

   e. The Publisher has a right to demand that BusinessClick Ads serving in the Publisher's Ad Inventory be discontinued if it relates to a BusinessClick End Customer who is a direct competitor of the Publisher,

   f. BusinessClick shall use reasonable efforts to ensure that the Publisher's participation in the BusinessClick Program does not affect the speed of the Publisher's website,

   g. Settlements with the Publisher for Valid Events shall be made in the billing periods covering one calendar month. The Publisher issues to BusinessClick an invoice every month on the basis of the report provided to the Publisher by BusinessClick after the ended calendar month. An invoice is a basis for payment of fee to the Publisher for Valid Events for a given billing period. The amount to be invoiced is the product of the number of Valid Events counted in a given billing period and the Unit Rate per Valid Event. The due date for payment of fee by BusinessClick is 60 days from the receipt of invoice correctly issued by the Publisher.

   h. Any requests related to technical support of BusinessClick should be provided by the Publisher via email to:
   support@businessclick.com

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i. BusinessClick reserves the right to withhold payments to the Publisher for Valid Events subject to settlement in a given billing period, if BusinessClick does not receive a fee from the BusinessClick End Customer for these Valid Events,

j. In case of Unpaid Valid Event, the Publisher, having received an updated report for the past months, is obliged to adjust the fee due to it in accordance with the generally applicable legal provisions,

k. The Publisher's fee for the current billing period shall be decreased by the amounts arising from the updated report for the past months, taking into account "Unpaid Valid Events". If it is not possible to decrease the Publisher's fee for the current billing period (in particular due to a failure to continue cooperation between the Publisher and BusinessClick), the Publisher shall refund BusinessClick the fee received previously for Unpaid Valid Event – immediately at the first request of BusinessClick. If BusinessClick has not received only a part of fee from the BusinessClick End Customer for Unpaid Valid Event within the time limit agreed with this BusinessClick End Customer, the Publisher's fee for the current billing period shall be reduced proportionally or, accordingly, the Publisher shall refund BusinessClick a proportional part of the fee.

3. If BusinessClick terminates the Agreement or the BusinessClick Program is terminated, the fee due to the Publisher until this time will be transferred to the Publisher within 30 days from the termination date of the Agreement or termination of the BusinessClick Program.

4. The Publisher is obliged to get acquainted with the Terms and Conditions. The use of BusinessClick Program covered by the Terms and Conditions means the acceptance of the Terms and Conditions. Furthermore, agreements between BusinessClick and the Publisher regarding cooperation within the BusinessClick Program may be made by email or using the features provided by BusinessClick or in writing.

IV. PUBLISHER'S OBLIGATIONS

1. Any actions that may prevent, hinder or destabilise the operation of the BusinessClick Server or that may otherwise prevent, hinder or destabilise the BusinessClick Program are unacceptable.

2. It is prohibited to use accounts in the BusinessClick Panel belonging to other Publishers and to transfer your account in the BusinessClick Panel to other persons.

3. The Publisher shall exercise utmost diligence to protect their access password to the BusinessClick Panel account. BusinessClick shall not be liable for the Publisher's loss of the aforementioned password and subsequent actions or omissions made with the use of this password.

4. The Publisher is prohibited from publishing unlawful content, including content that violates generally applicable legal provisions and content that infringes on the legally protected rights of third parties. Should the Publisher violate the obligations specified in the preceding sentence, BusinessClick shall not be liable.

5. Upon downloading the Advertising SDK by the Publisher, regardless of the method of obtaining it (including through a repository, direct link or other technical means), the Publisher shall be bound by

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the provisions of this licence. Downloading the Advertising SDK constitutes the Publisher's acceptance of all the terms and conditions of this Licence.

6. BusinessClick grants to the Publisher a non-exclusive, non-transferrable, revocable licence for the use of Advertising SDK exclusively for the purpose of integration with the Publisher's application. "**Application**" means software developed or owned by the Publisher, in which the Advertising SDK will be integrated in accordance with the terms and conditions of these Terms and Conditions.

7. The Advertising SDK shall be provided 'as is', without any warranties, express or implied, including but not limited to merchantability, fitness for a particular purpose, or non-infringement of third-party rights. The licence shall be granted for the term in which the Publisher is bound by these Terms and Conditions. The licence shall be granted exclusively in the territory of the European Economic Area (EEA). The licence granted by BusinessClick covers the following fields of use, to the extent necessary for integration with the Publisher's software and Application and for the provision of services via the Internet:

    a. fixing and reproduction of the Advertising SDK – entering into the memory of a computer, mobile device, server or other IT environment, digital reproduction, storage and archiving to the extent necessary for the proper functioning of the software and the Application containing the Advertising SDK;

    b. incorporating the Advertising SDK into the Application – using the Advertising SDK as an integral part of the Publisher's software to analyse the behaviour of end users of the software and/or the Application;

    c. publicly making available software and Applications containing Advertising SDK – enabling end users to access software and Applications integrated with Advertising SDK on the Internet, including through websites, mobile application stores, web platforms and other digital environments;

    d. processing of end user data – using the Advertising SDK to collect, analyse and process data relating to end user traffic, in particular in terms of impressions, interactions, device identifiers and information contained in consent strings, in accordance with applicable legal provisions, including the GDPR;

    e. storing and transferring data generated by the Advertising SDK – to the extent necessary to perform the advertising and analytical functions of the Advertising SDK, while maintaining the requirements for data integrity and security;
    f. use of data in reports and analytical systems – processing of data collected via SDK for the purpose of creating statistics, reports and other traffic summaries available to BusinessClick and/or its authorised partners.

8. The Publisher is not authorised to sublicense, share, sell, rent or otherwise dispose of the Advertising SDK. The licence does not include the right to modify the Advertising SDK, distribute it independently, decompile it or make it available to third parties without prior express consent of BusinessClick. It is prohibited to use the Advertising SDK in a manner that is unlawful, contrary to good practices or inconsistent with its intended purpose.

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9. Within the scope of the Licence and use of the Advertising SDK, the Publisher does not require BusinessClick's consent for the following activities:

   a. making a backup copy, if it is necessary to use the Advertising SDK. The copy referred to in the preceding sentence may not be used simultaneously with the Advertising SDK;

   b. observing, examining and testing the functioning of the Advertising SDK in order to understand its concept and principles – when the Publisher performs the aforementioned activities during the introduction, display, use, transfer or storage of the Advertising SDK under the Licence covered by the Agreement;

   c. reproducing the Advertising SDK code or translating its form, if necessary to obtain the information necessary to achieve interoperability between the Advertising SDK and the Publisher's software and/or Application, provided that all of the following conditions are met:

      i these activities will be performed by the Publisher or another person authorised to use the Advertising SDK copy or by another person acting on their behalf;

      ii the information necessary to achieve interoperability had not been readily available to the Licensee or another person authorised to use the SDK copy or another person acting on their behalf;

      iii These activities only apply to those parts of the SDK that are necessary to achieve interoperability.

10. The information referred to in Section 9 Item c may not be:

    a. used for other purposes than to achieve interoperability of SDK with other computer software;

    b. provided to other persons, unless it is necessary to achieve interoperability of SDK with other computer software;

    c. used to develop, produce or market the Advertising SDK with a substantially similar form of expression or for other activities that infringe BusinessClick's copyright.

11. BusinessClick may terminate the Licence without a notice period in any case of gross breach of terms and conditions of this Licence, in particular in case of:

    a. use of Advertising SDK outside the scope specified in the Licence;

    b. failure to comply with the obligation to send the correct consent string;

    c. breaches of law or regulations on personal data protection;

    d. delay in payment of licence fees for a period exceeding 30 days.

12. In case of the expiry of Licence, the Publisher is obliged to immediately cease to use the Advertising SDK and remove all its copies.

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V. BUSINESSCLICK ADS SERVING

BusinessClick Ads will be served with the use of the following features:

1. BusinessClick Ads are served in the programmatic model in the Publisher's Inventory Ad placed on the websites through the Prebid Adapters. The Prebid Adapter enables integration of the Publisher with the demand sources (DSP, SSP, advertising networks), allowing the Publisher to make bids for BusinessClick Ads serving in the Publisher's Ad Inventory. In order for the Publisher to use the option of serving BusinessClick Ads in the Publisher's Ad Inventory under this model, the Prebid Adapter must be implemented in the Publisher's Ad Inventory and configured by the Publisher. The Publisher specifies which of the available Prebid Adapters are to be used in the Publisher's Ad Inventory and configures setups for each of Prebid Adapters.

   When the Publisher's Ad Inventory loads, the Prebid Adapters configured by the Publisher also load. Prebid Adapters send requests to their demand sources, informing them about available advertising resources in the Publisher's Ad Inventory. These requests contain information about advertising units (dimensions, ad types) as well as user and website data (e.g., demographic data, website context, device ID).

   Demand sources respond to Prebid Adapter requests configured by the Publisher by sending their bids. The bid includes information about the amount that the advertising network is willing to pay for display of BusinessClick Ad in the Publisher's Ad Inventory, as well as the ad code (creatives) to be displayed if the auction is won.

   BusinessClick collects all bids from various Prebid Adapters through Prebid Adapters and conducts a real-time auction. The highest bid wins the auction for a given advertising resource. The ad creative from the winning bid is placed on the website in the appropriate advertising space, and the ad is then displayed to the user.

2. BusinessClick Ads are served in programmatic model in the Publisher's Ad Inventory placed in applications through the Advertising SDK. The Publisher adds the Advertising SDK to its application and configures ad slots where BusinessClick ads can be served.

   When the Publisher's Ad Inventory loads, the Advertising SDK also loads and initialises the configured demand sources which send requests to their demand sources, informing them about available advertising resources in the Publisher's Ad Inventory. These requests contain information about advertising units (dimensions, ad types) and user and application data (e.g., demographic data, website context, device ID).

   Advertising networks respond to the Advertising SDK requests by sending their bids. The bid includes information about the amount that the advertising network is willing to pay for display of BusinessClick Ad in the Publisher's Ad Inventory, as well as the ad code (creatives) to be displayed if the auction is won.

   BusinessClick collects all bids from various demand sources through Advertising SDK and conducts a real-time auction. The highest bid wins the auction for a given advertising resource. The ad creative from the winning bid is placed in the application in the appropriate advertising space, and the ad is then displayed to the user.

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3. The Publisher may add or cancel a given Prebid Adapter or Advertising SDK at any time during the term of the Agreement.

VI. COMPLAINTS

1. Each Publisher has a right to make a complaint in matters related to the cooperation under the BusinessClick Program.

2. Complaints should be made by email to: support@businessclick.com or by mail to: BusinessClick Sp. z o.o., ul. Żwirki i Wigury 16, 02-092 Warszawa

3. BusinessClick shall consider the complaint within 14 business days of the date of its receipt.

4. The response to the complaint will be sent to the Publisher at the address provided by the Publisher in the complaint.

5. BusinessClick reserves the right to extend the time limit set in Item 3 above if consideration of the complaint requires special messages or encounters obstacles for reasons not attributable to BusinessClick (breakdown of equipment, internet network, etc.). Furthermore, BusinessClick reserves the right to request additional explanations from the Publisher in order to consider the complaint – the time taken by the Publisher to provide such explanations shall extend the period for considering the complaint.

VII. DISCLOSURE REQUIREMENT IN RELATION TO NATURAL PERSONS REPRESENTING THE PUBLISHER AS WELL AS THOSE ACTING ON BEHALF OF AND/OR FOR THE PUBLISHER

1. Provision of personal data of any natural persons representing the Publisher as well as those acting on behalf of and/or for the Publisher in connection with the Agreement by the Publisher is voluntary, but necessary for the proper cooperation under the BusinessClick Program.

2. BusinessClick is a controller of personal data of the Publishers indicated above. This data will be processed exclusively by BusinessClick to carry out cooperation under the BusinessClick Program.

3. When providing personal data, the Publisher represents that it is true and correct.

4. The Publisher acknowledges and agrees to inform any natural persons representing the Publisher as well as acting on behalf of and/or for the Publisher in connection with the Agreement of the principles of processing their personal data contained in the Information Clause in accordance with the requirements of Article 13 and Article 14 of the GDPR, and obtain confirmation of their fulfillment. The Publisher undertakes to notify the aforementioned natural persons about the transfer of personal data to the controller, i.e. BusinessClick with its registered office in Warsaw at ul. Żwirki i Wigury 16, as well as entities from the Wirtualna Polska Holding S.A. group with its registered office in Warsaw, to which the controller belongs.

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5. If the Publisher makes a request to remove the Publisher's data by BusinessClick, the further cooperation under the BusinessClick Program will be impossible for technical reasons and therefore it will mean that the account of this Publisher will be removed in the BusinessClick site.

6. The Publisher is obliged to update data provided to the Publisher promptly after each change of this data. The Publisher shall be fully liable for damages caused by inconsistency of data included in the profile with the actual state.

VIII. PROCESSING OF PERSONAL DATA UNDER THE BUSINESSCLICK PROGRAM

1. The controller of Internet user's personal data processed in connection with BusinessClick Ads serving in the Publisher's Ad Inventory is BusinessClick and Wirtualna Polska. The Publisher is the sole controller of the personal data of the Publisher's applications and sites users in connection with the provision of services to users. BusinessClick and Wirtualna Polska shall not be liable for any processing of personal data of the Publisher's applications and sites users by the Publisher that is unlawful or contrary to the provisions of the Terms and Conditions.

2. Cooperation under the BusinessClick Program, including the BusinessClick Ads serving is carried out with the use of technologies for tracking and storing personal data of Internet users, such as cookies, Advertising SDK or other similar technologies that use data transfer mechanisms between Publisher's websites and applications and BusinessClick and Wirtualna Polska (this means sites belonging to Wirtualna Polska Media Spółka Akcyjna and sites and websites whose advertising space is sold by Wirtualna Polska Media). BusinessClick and Wirtualna Polska will not use Internet users' data for the optimization of advertisements of other Publishers and BusinessClick End Customers otherwise than after combining them with other data obtained from other Publishers and BusinessClick End Customers in unnamed, automated aggregates or otherwise collected. BusinessClick and Wirtualna Polska will not allow other Publishers or third parties to target advertisements based solely on data collected on the websites and applications of Publishers and BusinessClick End Customers.

3. When using the technologies specified in Item 2 above, the Publisher is obliged to provide the Internet users with clear and easily accessible information on how their personal data is used by the Publisher, BusinessClick and Wirtualna Polska, in particular on the use of cookies or other similar techologies, as well as on collection, sharing and use of personal data to personalize advertisements and on the possibility to withdraw previously granted consents. Detailed information on data processing by BusinessClick and Wirtualna Polska which the Publisher may provide to the Internet users to comply with the disclosure requirement is available in the privacy policy at https://holding.wp.pl/poufnosc.

4. The Publisher is obliged to include BusinessClick and Wirtualna Polska in the list of partners in sites and applications, including also the Partners of Internet Industry Employers' Association IAB (Interactive Advertising Bureau), if applicable, and enable to take consents for BusinessClick and Wirtualna Polska for the purposes indicated in the joint control agreement attached as Appendix to the Terms and Conditions, in accordance with the instructions of BusinessClick.

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IX.   FINAL PROVISIONS

1.   BusinessClick shall not be liable under criminal, civil or administrative law for any actions taken by the Publisher under the BusinessClick Program in a manner contrary to the provisions of the Terms and Conditions.

2.   BusinessClick shall not be liable for damages suffered by the Publisher caused by threats existing on the Internet, in particular hacking into the Publisher's system, password theft by third parties, or infection of the Publisher's system with viruses.

3.   Please send any remarks, comments and questions related to the BusinessClick Program to: support@businessclick.com.

4.   If any provision of these Terms and Conditions is found to be invalid or unenforceable under the final judgment, the remaining provisions shall remain valid and enforceable.

5.   BusinessClick reserves the right to transfer or assign all or part of its rights and obligations under the Terms and Conditions to third parties. If this right is exercised, the name of the entity to which the transfer has been made will be indicated on the home page, and the Publisher will have the right to withdraw from cooperation under the BusinessClick Program.

6.   The Publisher acknowledges that all copyrights, trademarks, Publishers' accounts and other intellectual property rights related to the BusinessClick Program are owned by BusinessClick. It is prohibited to use these intellectual property rights or participate in the BusinessClick Program for purposes other than those strictly related to the BusinessClick Program as specified in the Terms and Conditions.

7.   In the event of any inconsistency between the provisions of the Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail (this applies to cases where the Agreement between BusinessClick and the Publisher is concluded in the form of a separate document, and not only by acceptance of Terms and Conditions by the Publisher).

8.   The Terms and Conditions and Agreement are governed by and construed in accordance with the laws of Poland. Any disputes related to the Terms and Conditions and the Agreement shall be resolved by Polish common courts with jurisdiction over Business Click.

X.   TERMINATION

1.   The Agreement shall be terminated:

a.   with a two-week notice period, by way of written statement of the Publisher sent by mail to: BusinessClick sp. z o.o., ul. Żwirki i Wigury 16, 02-092 Warszawa;

b.   with immediate effect, by way of BusinessClick's statement sent by email to the Publisher's email address provided in the Publisher Panel, if the Publisher:

   i.   is in breach with applicable legal provisions, especially regarding advertising sensitive products (cigarettes, alcohol, pharmaceuticals) or publicly shows pornographic content,

   ii.   violates the legally protected interests or rights of third parties, in particular their copyrights or personal rights,

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iii. violates good practices,

iv. violates the provisions of these Terms and Conditions;

2. Subject to the other provisions of Terms and Conditions, BusinessClick shall be entitled to terminate the Agreement by giving a three-month notice, effective at the end of a calendar month. The notice shall be sent by email to the Publisher's email address provided in the Publisher Panel.

XI. AMENDMENTS TO THE TERMS AND CONDITIONS

1. BusinessClick reserves the right to amend and modify the Terms and Conditions under the below terms.

2. BusinessClick should notify the Publisher, via the Publisher Panel or by email, of an amendment to the Terms and Conditions 30 days before new provisions of Terms and Conditions enter into force.

3. Upon receipt of the information referred to in Section 2, the Publisher may terminate the Agreement at any time, with effect on the last day of the validity of the Terms and Conditions in their current wording. Mutual settlements of the Parties shall be made under the terms and conditions specified in Item III.3 of Terms and Conditions.

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Appendix 1

1. <u>BusinessClick</u> (hereinafter also referred to as the "Controller") hereby declares that it is the controller of the personal data of natural persons who are representatives of and act on behalf of and/or for the Publisher, which was voluntarily submitted by these persons or provided by the Publisher, and whose submission is necessary for the conclusion and performance of the Agreement or previous cooperation between the Parties, or collected from generally available sources, in particular the personal data specified in the recitals of this Agreement and contact data such as first name, surname, position held, place of employment, email address or telephone number.

2. <u>BusinessClick</u> will process personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter also "GDPR")(OJ EU. L. 2016 no. 119).

3. The purposes and basis of data processing for the various processing purposes are as follows:

Purpose of data processing:	Legal basis:	Processing period:
Execution and performance of the Agreement between the Controller and a self-employed natural person	Necessity for the performance of the Agreement (Article 6(1)(b) of the GDPR).	until the expiry of the Agreement, with the provision that sometimes the data may also be processed after the expiry of the Agreement, but only if this is permitted or required under applicable law, e.g. processing for statistical, billing or claim purposes, in which case the data shall be processed for a maximum period of 6 years from the end of the calendar year in which the event giving rise to the claim occurred, 5 years from the end of the calendar year in which the event giving rise to the tax liability occurred.
Establishing, pursuing or defending against claims	Legitimate interest of the Controller concerning the right to defend against or assert claims (Article 6(1)(f) of the GDPR).	until the expiry of the statute of limitations for any counterclaims, up to a maximum of 6 years from the end of the calendar year following the year in which the event giving rise to the claim occurred.
Fulfilment of statutory obligations under tax and accounting regulations, consisting, among other things, of the need to issue and archive documents relating to a transaction, such as a VAT invoice	Legal obligation (Article 6(1)(c) of the GDPR).	5 years after the end of the calendar year, starting from the next year when the event causing the obligation occurred

Execution and performance of an Agreement between the Data Controller and a legal person, an organizational unit without legal personality; communication related to	legitimate interest of the Controller (Article 6(1)(f) of the GDPR).	until such time as an effective objection is lodged
the execution and performance of the Agreement; marketing the Controller's products and services		

4. Recipients of the personal data will be entities from the Wirtualna Polska Holding S.A. capital group with its registered office in Warsaw, to which BusinessClick belongs, entities cooperating with BusinessClick to the extent indicated in the Agreement. BusinessClick may provide personal data to entities processing them on the request of BusinessClick and to entities entitled to obtain the data on the basis of applicable law.

5. BusinessClick hereby informs you of your right to request access to your personal data, the right to rectification of your personal data, the right to erasure or restriction of the processing of your personal data and, where provided by law, the right to object to the processing of your personal data. Detailed information regarding the data subject's rights in relation to the processing of personal data shall be provided by the Data Protection Officer, whose contact data are: Address for Correspondence: BusinessClick / IODO / Żwirki i Wigury 16, 02 – 092 Warsaw, E-mail address: iodo@grupawp.pl, to whom the data subject shall address any queries and representations concerning the exercise of their rights in relation to the personal data processing.

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