

JUSTPUSH SERVICE RULES

(Version for Advertiser)

1. General provisions

1. These rules (hereinafter "**Rules**") set forth the terms and conditions of using JustPush service which enables marketing communication with end users of mobile applications (hereinafter "**JustPush Service**" or "**Service**") and related services.
2. JustPush Service is operated by **Digital Virgo S.A.** with registered office in Warsaw, 00-103 Warsaw, ul. Królewska 16, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under no. KRS 0000253675, with share capital fully paid up of PLN 500.000,00, tax identification number NIP: 527-23-17-216, statistical number REGON: 016750310, hereinafter "**Digital Virgo**".
3. Digital Virgo provides access to the Rules on a free-of-charge basis in manner allowing for downloading, reading and saving the Rules via teleinformation system used by Digital Virgo, i.e. via www.justpush.pl website.
4. JustPush and services rendered within the scope of JustPush Service may be used by entrepreneurs in the meaning of the Act on Freedom of Economic Activities of 2nd July 2004 (Journal of Laws No. 173, item 1807 as amended), who are natural persons, legal persons or organisational units which are not legal persons, which under a separate act have legal capacity, conducting business activities in their own account.
5. Whenever in the Rules the following terms are used, they shall mean:
 - **Advertiser** – an entity registered in the JustPush Service, whose Messages are displayed on the End Devices of the End Users who have installed a Mobile Application with JustPush SDK;
 - **Developer's Mobile Application** – the Developer's software or software towards which Developer has relevant rights, designated for mobile devices;
 - **Mobile Application with JustPush SDK** – the Developer's Mobile Application with the JustPush SDK implemented;
 - **Developer** – an entity registered in the JustPush Service, who – within the scope of the Service – provides Mobile Applications with JustPush SDK to allow Advertisers to display Messages on the End Devices of the End Users who have installed a Mobile Application with JustPush SDK;
 - **JustPush SDK (Software Development Kit)** – a set of tools for programmers necessary for using the JustPush Service. JustPush SDK allows for displaying Messages on the End Device. JustPush SDK consists of documentation, examples of source codes of the compiled library (justpush.jar), necessary resource files;
 - **Message** – a marketing message of Advertiser (e.g. text, graphics) displayed on the End Device of the End User who has installed a Mobile Application with JustPush SDK;
 - **JustPush Panel** – part of the JustPush Service provided to Advertiser and designated for placing in the Service contents of Messages, which shall be displayed on the End Device, defining of categories of the Mobile Applications with JustPush

SDK which shall display Messages on the End Devices, defining of daily budges and price per click, as well as, providing statistics and information about settlements;

- **Rules** – these rules;
 - **JustPush Service/Service** – service providing tools which enables marketing communication by way of displaying Messages on the End Devices of the Users who have installed the Mobile Application with JustPush SDK;
 - **Parties** – Digital Virgo and Advertiser;
 - **End Device** – a mobile device with Android operating system version 2.2 (inclusive) or higher;
 - **End User** – any person who has installed a Mobile Application with JustPush SDK on the End Device.
6. The Advertiser shall ensure that the following minimum technical requirements are met in order to use the Service: a) active email account, b) computer or other devices with installed software for browsing (e.g. Internet Explorer 6 and higher, Firefox 4 and higher, Opera 10 and higher, Safari 3 and higher, Google Chrome), c) access to Internet, d) active account with PayPal service.

2. Rules of access to the Service

1. The use of the JustPush Service requires prior register in the Service by way of providing data required in the registration form, including email address, which shall be the login, password, company's name, phone and country, as well as, prior acknowledge and acceptance of the Rules during the registration process. For realization of the payments it is also necessary to provide address, tax identification number NIP and login to PayPal service.
2. Registration is possible directly via the website of the Service: www.justpush.pl or by Sign in with Google option.
3. Advertiser may access the Service, including the JustPush Panel each time after logging in, by entering login and password on www.justpush.pl or by choosing Sign in with Google option.
4. Advertiser is obliged not to disclose their login and password to unauthorised persons and to keep the login and password in secret in order to avoid unauthorised access to the JustPush Service by third parties.
5. If Advertiser forgets or loses their password, a new password may be created by using a relevant function on the website of the Service.
6. Advertiser shall notify Digital Virgo immediately by email, phone or post about loss or theft of the login or password and about any attempt, whether successful or not, to obtain the Advertiser's login or password or access to the Service by unauthorised persons.
7. The costs of using means of distant communication by Advertiser in order to use the JustPush Service or services provided within the framework of the JustPush Service shall be borne by Advertiser in accordance with an agreement concluded thereby with the entity providing such means of communication to Advertiser.

3. Use of the Service

1. Upon terms and conditions set forth herein, Advertiser within the framework of the Service shall gain access to tools enabling Advertisers marketing communication by way of displaying Messages on the End Devices of the End Users who have installed Mobile Application with the JustPush SDK, including: the JustPush Panel which enables self-placement of contents of Messages in the Service, which shall be displayed on the End Device, defining categories of the Mobile Applications with JustPush SDK which shall display Messages on the End Devices, defining daily budges and price per click, and which provides statistics and information about settlements.
2. Digital Virgo reserves the right to block access to the Service and also to block the display of Messages on the End Devices of the End Users in case of:
 - a) breach or justified suspicion of breach or possible breach by Advertiser of provisions of law or provisions of the Rules;
 - b) suspicion of using the login and password by an unauthorised person, in particular if incorrect password is entered while attempt to log using the given login;
 - c) suspicion of the incident threatening the safety or the stability of the JustPush Service;
 - d) request of the bodies of public authorities has been issued;
 - e) initiation of court or preparatory proceedings or proceedings before a public administration body or before any other authorised body in connection with any acts or omissions of Advertiser within the Service.
3. Advertiser shall be informed about blocking access to the JustPush Service or blocking display of Messages and if possible – about the underlying causes thereof, while attempting to log into the Service.

4. Intellectual Property Rights

1. Advertiser acknowledges that both in whole or in part the Service or JustPush website constitute an independent object of protection pursuant to the Polish law, including in particular the Act on Copyrights and Related Rights of 4th of February 1994 (Journal of Laws of 2006, No. 90, item 631 as amended), the Act on Protection of Databases of 21st of July 2001 (Journal of Laws No. 128, item 1402 as amended) and the Act – Industrial Property Law of 30th of June 2000 (Journal of Laws of 2003, No. 119, item 1117 as amended).
2. Advertiser acknowledges that all rights to the Service or JustPush website are reserved by Digital Virgo and no rights or liabilities, save for those set forth herein, are either granted or transferred to Advertiser. In particular, no provision in the Rules shall be construed as granting any right to Advertiser under a licence or otherwise, a patent, application for patent, trade mark, copyrights or any other intellectual property rights towards the Service or JustPush website.
3. Advertiser acknowledges that any infringement of intellectual property rights referred to in this clause may result in blocking the access to the Service or blocking the display of Messages on the End Devices of the End Users and may result also in claims made by Digital Virgo pursuant to applicable provisions of law.

5. **Obligations of Advertiser**

1. Advertiser shall:

- a) observe all relevant provisions of law, in particular with regard to delivery of services by electronic means, protection of competition and consumers, as well as, counteracting unfair market practices or combating unfair competition;
- b) observe the provisions of the Rules;
- c) not use the JustPush Service for purposes other than those stipulated herein;
- d) possess appropriate rights to the Advertiser's Mobile Applications where to the JustPush SDK shall be implemented;
- e) possess all appropriate rights, especially copyrights, related rights, intellectual property rights to contents, information, images, trade marks or any other elements protected by law placed in or distributed within the Messages.

2. Advertiser is obliged to ensure that Messages or their contents does not breach provisions of the Rules, provisions of generally applicable law, good practices or any rights of the End Users or third parties, including intellectual property rights or personal rights of the End Users or third parties, especially shall ensure that Messages or their contents:

- a) does not contain information regarding goods or services:
 - i. designated, pursuant to applicable provisions of law, for adults;
 - ii. of erotic character;
 - iii. regarding or connected with alcohol products, tobacco, medicinal products, medical services, weapons, as well as, substances, which production, distribution, advertising is prohibited by law;
- b) does not evoke, raise or promote racism, fanaticism, hatred, persecution of other people or does not spread propaganda and/or symbols of organizations which are illegal;
- c) does not promote or facilitate criminal actions or undertakings;
- d) does not promote or refer to gambling;
- e) does not promote or refer to contents of sexual abuse or violence against people.

3. Advertiser is obliged to ensure that Messages or their contents are not misleading for the End Users.

4. Advertiser should ensure that contents and optional graphic elements of Messages are in compliance with technical instructions provided by Digital Virgo. Furthermore, Advertiser acknowledges that failure to comply with the said instructions may result in incorrect display of the Messages.

5. When using the Service, Advertiser shall refrain from any actions that could obstruct or interfere with the functioning of the Service and shall avoid any actions which infringe or could infringe any third party rights.

6. Advertiser acknowledges that by placing contents of Messages in the Service, Advertiser allows the use of the aforementioned contents, including information, images, trade marks or any other elements protected by law, within the scope necessary to display the Messages on the End Devices of the End Users who has installed the Mobile Application

with JustPush SDK, including dissemination of aforementioned contents through display of the Messages on the End Devices of the End Users.

6. **Obligations of Digital Virgo**

1. Digital Virgo shall make best efforts to ensure proper functioning of the JustPush Service.
2. Digital Virgo shall ensure access to the JustPush Service and related services upon terms and conditions set forth herein, except for:
 - a) periods resulting from limitations in access imposed by the operators of networks used by Advertiser;
 - b) periods of failures resulting from actions and/or omissions of entities and third parties for which actions or omissions Digital Virgo is not responsible (e.g. failure of the power network, failure of the Internet connection);
 - c) periods of lack of transmission, incorrect transmission, delays or breaks in delivery of services beyond the control of Digital Virgo, in particular due to cause of force majeure, causes relating directly to authorisations or actual actions of telecommunication service providers and due to other causes preventing proper functioning of the Service;
 - d) periods of technical interruptions (e.g. maintenance, software updates, extension of the Service);
 - e) situations of special threat to the safety or stability of JustPush Service.
3. In cases mentioned in the sec. 2 above, Advertiser shall not be entitled to compensation.
4. If interruptions in access to the JustPush Service or related services can be foreseen, Digital Virgo shall notify Advertiser about such interruption by placing relevant information in the JustPush Panel.

7. **Rules of financial settlements between the Parties**

1. For enabling Advertisers marketing communication consisting in display of the Messages on the End Devices of the End Users who have installed Mobile Application with JustPush SDK, Digital Virgo shall receive fees, provided that the clicks on Messages displayed on the End Device of the End Users shall constitute basis of calculation of the fees.
2. Advertiser shall pay the fees in advance in form of non-refundable advance payment (hereinafter "**Advance Payment**"), via PayPal service.
3. In the JustPay Panel Advertiser may define a daily budget, as well as, price per click on Messages displayed on the End Device of the End Users who has installed the Mobile Application with JustPush SDK, provided that such price shall not be lower than the minimum price set forth by Digital Virgo.
4. Advertiser acknowledges that Messages shall be displayed on the on the End Devices of the End Users only within the scope of daily budget defined by Advertiser or up to the amount of Advance Payment.
5. In the JustPay Panel, Digital Virgo shall provide Advertiser with information regarding click on Messages displayed on the End Device of the End Users, which shall constitute basis for settlements between the Parties. In case of any discrepancies between the data

of the JustPush Panel and the Developer's data, the data of the JustPush Panel shall prevail.

6. By the day of each calendar month, Digital Virgo shall issue advance invoice, which along with report regarding a given calendar month shall be provided to Advertiser in the JustPush Panel for downloading.
7. The settlement period is a calendar month.
8. Settlements shall be made in EURO currency.
9. The fees specified in the JustPush Panel are net amounts and shall be increased by an applicable VAT rate according to the applicable legal regulations.

8. Liability

1. Digital Virgo shall not be liable for any damages incurred by Advertiser in result or in connection with non-compliance or improper compliance with instructions provided by Digital Virgo, mentioned in § 5 sec. 4 of the Rules.
2. Advertiser acknowledges that because of the specificity of the JustPush Service, Digital Virgo shall not be liable for consequences of provision of the Mobile Applications with JustPush SDK in the Service, including in particular consequences of breaching intellectual property rights to the Mobile Applications with JustPush SDK or displaying of Messages on the End Devices of the End Users who did not grant their consent for receiving commercial information by means of electronic communication.
3. Advertiser acknowledges that because of the specificity of the JustPush Service, Digital Virgo shall not be liable for any consequences caused in result or in connection with the implementation of the JustPush SDK by Developer in manner against the implementation instruction provided by Digital Virgo or in result of or in connection with failure to implement a JustPush SDK update, in particular for incorrect display of the Messages on the End Devices.
4. Digital Virgo shall not be liable for any damages incurred by Advertiser in result of loss of data or delays in receipt or transmission of the Messages due to lack of transmission, incorrect transmission, delays or breaks in the delivery of services beyond the control of Digital Virgo, in particular due to cause of force majeure such as: war, hurricane, fire, flood, earthquake, strike, failure of Internet, telecommunications network or any part thereof, power failure or due to causes directly relating to the authorisations or actual actions of the providers of telecommunication services and for other causes preventing the proper functioning of the Service.
5. Digital Virgo shall not be liable for any results following the use of Advertiser's login or password by an unauthorised person.
6. Digital Virgo shall not be liable towards third parties for the use of the JustPush Service or related services by Advertiser.
7. Digital Virgo shall not be liable for any damages incurred in result or in connection with the use of PayPal service.
8. Advertiser shall be obliged to take full responsibility and cover damages incurred by Digital Virgo for non-performance or improper performance of the obligations under the Rules by Advertiser and also in case claims are made by third-party, especially the End Users or state authorities against Digital Virgo, resulting from or related to breach by Advertiser of the Rules or applicable provisions of law, as well as, for any other claims resulting from or related to contents of the Messages, in particular the non-

compliance of the Messages with provisions of generally applicable law, good practices or breach of any rights of the End Users or third parties, including copyrights, related rights, intellectual property rights, information, data, images, trademarks or any other elements protected by law placed in or distributed within the Messages or breach of personal rights of the End Users or third parties. Advertiser shall especially be obliged to replace or join Digital Virgo in any proceedings conducted for this reason and indemnify Digital Virgo against any liability for such claims, and satisfy such third-party claims or cover claims to Digital Virgo in regression and reimburse to Digital Virgo any damages, costs, fines and charges, etc. awarded against Digital Virgo.

9. Termination

1. Advertiser has the right to cease to use the JustPush Service at any time, i.e. to cease being a user of the Service by signing out from the JustPush Service.
2. Digital Virgo has the right to cease the provision of services within the scope of the JustPush Service, including but not limited to blocking access to the Service if the Advertiser:
 - a) makes an attempt of unauthorised access to the Service,
 - b) undertakes any unlawful actions via the JustPush Service,
 - c) acts to the detriment of Digital Virgo,and also in cases specified in § 3 sec. 3 of the Rules.
3. If Advertiser signs out from the JustPush Service or if Digital Virgo ceases to provide services within the scope of the JustPush Service, the unused Advance Payment shall not be refunded to Advertiser.

10. Complaints

1. Advertiser may lodge a complaint regarding JustPush Service or related services.
2. The complaint may be sent by email to support@justpush.pl or by post in written form to the address of Digital Virgo specified in § 1 sec. 1 hereof.
3. The complaint should be logged within from the date of occurrence of circumstances underlying such complaint.
4. The complaint must include Advertiser's data allowing for contact and identification of Advertiser as an entity registered in the Service, including email, description of the events, problem or reservations, which constitute the grounds for the complaint and also the scope of action to be undertaken, which the complaining party expects.
5. Digital Virgo shall respond to the complaint within days from the date of receipt thereof.
6. If the complaint cannot be considered within the period specified in section 5 above, Digital Virgo shall inform Advertiser immediately about it, explaining the cause for extending the said period and the expected date of such response. In such situation as described in the previous sentence, Digital Virgo may request Advertiser to supplement information contained in the complaint, necessary for analysing the reasonableness of the complaint.

11. Changes in the Rules

1. Advertiser acknowledges that Digital Virgo has the right to introduce changes in the Rules at any time.
2. Changes in the Rules shall come into force within days from the date of publishing of new consent of the Rules on the JustPush website.
3. Advertiser shall be informed about the changes in the Rules by Digital Virgo upon logging in to the Service at least days in advance.
4. If Advertiser does not agree to the new contents of the Rules, Advertiser should sign out from the JustPush Service immediately.
5. The current version of the Rules is available on the JustPush website.

12. Personal data

1. The controller of personal data processed within the Service is Digital Virgo S.A. with registered office in Warsaw, ul. Królewska 16.
2. Personal data of the Service users shall be processed in accordance with the Act on Personal Data Protection of 29th of August 1997 (Journal of Laws of 2002, No. 101, item 926 as amended) solely for purposes necessary to provide the Service, including but not limited to settlements, payments, invoicing and handling of complaints, answering enquiries. Those data shall not be disclosed to third parties.
3. The disclosure of personal data is voluntary; however, it is necessary for registration and provision of services to the user within the JustPush Service. Data subjects have the right to access, update and rectify their personal data.

13. Final provisions

1. All comments and questions concerning the JustPush Service should be sent to email: support@justpush.pl .
2. In the event of any breakdowns or shortcomings in the operation of the JustPush Service, Advertiser shall inform Digital Virgo by sending notice to 24h helpline email: helpline@digitalvirgo.pl .
3. In cases not regulated herein, relevant provisions of the Polish law shall apply.
4. If any provision of this Rules is held to be contradictory to generally applicable provisions, the Rules shall bind the Parties to the remaining extent. The provisions in question shall be interpreted in accordance with original intention and purpose of this Rules.
5. Any disputes that may arise of these shall be resolved by Parties through negotiations and if this is not possible then they shall be resolved by a common court appropriate for the registered office of Digital Virgo.