

JUSTPUSH SERVICE RULES

(Version for Developer)

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 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 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 User who has installed a Mobile Application with JustPush SDK;
 - **JustPush Panel** – part of the JustPush Service provided to Developer and designated for placing the Developer's Mobile Applications in the Service, defining forms and frequency of the displayed Messages, as well as, providing statistics and information about payouts;

- **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 Developer;
 - **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 Developer 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. Developer 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. Developer 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 Developer forgets or loses their password, a new password may be created by using a relevant function on the website of the Service.
6. Developer 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 Developer's login or password or access to the Service by unauthorised persons.
7. The costs of using means of distant communication by Developer in order to use the JustPush Service or services provided within the framework of the JustPush Service shall be borne by Developer in accordance with an agreement concluded thereby with the entity providing such means of communication to Developer.

3. Use of the Service

1. Upon terms and conditions set forth herein, Developer 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:

- a) the JustPush Panel which enables self-placement of the Developer's Mobile Applications in the Service and defining form of Messages to be displayed on the End Devices of the End Users and frequency of display of such Messages and which provides statistics and information about the payouts;
 - b) the JustPush SDK designated for self-implementation in the Developer's Mobile Applications,
 - c) instruction of self-implementation of the JustPush SDK, with reservation that implementation of the JustPush SDK contrary to such instruction may result in incorrect display of the Messages.
2. Digital Virgo reserves the right to update JustPush SDK. Updates shall be available in the JustPush Panel. Developer acknowledges that failure to implement the updated JustPush SDK may result in incorrect display of the Messages.
 3. 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 Developer of provisions of law or provisions of the Rules, in particular the scope of the licence as referred to in § 4 section 1 below;
 - 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 Developer within the Service.
 4. Developer 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. Upon making JustPush SDK available, Digital Virgo grants to Developer licence to use the JustPush SDK, including the right to use and disseminate the JustPush SDK by implementing it in the Developer's Mobile Applications to allow Advertisers to display Messages on the End Devices of the End Users who have installed the Mobile Applications with the JustPush SDK and within the scope necessary to implement the JustPush SDK – the right to temporarily reproduce, introduce and store the JustPush SDK.
2. This licence is free, non-exclusive and non-transferrable, without any limitations in territory and without the right to sublicense, granted for definite time, i.e. for the time of being a user of the JustPush Service.
3. This licence covers also the updates of the JustPush SDK.

4. Developer shall not use and shall cause that no third party uses the JustPush SDK in any manner whatsoever against the licence as referred to in this paragraph, in particular shall not copy whole or part of the JustPush SDK by using any means or in any form, display, apply, transfer, store the JustPush SDK, edit, translate, adapt, change the structure or introduce any changes in the JustPush SDK, disseminate, rent or lease the JustPush SDK or any copy thereof.
5. Developer shall not copy, multiply in any manner or provide to third parties or disseminate any part of the instruction for the self-implementation of the JustPush SDK, except in justified cases for purposes relating to the self-implementation of the JustPush SDK in the Developer's Mobile Applications.
6. Developer acknowledges that both in whole or in part the Service, the JustPush SDK 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).
7. Developer acknowledges that all rights to the Service, the JustPush SDK 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 Developer. In particular, no provision in the Rules shall be construed as granting any right to Developer under a licence or otherwise, a patent, application for patent, trade mark, copyrights or any other intellectual property rights towards the Service, the JustPush SDK or JustPush website, except for those explicitly described in this clause.
8. Developer acknowledges that the JustPush SDK contains software under the licence of Android Software Development Kit and agrees not to use the JustPush SDK in any manner against the said licence.
9. Developer acknowledges that any infringement of intellectual property rights referred to in this clause, in particular the scope of the licence to use the JustPush SDK 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 Developer

1. Developer shall:
 - a) observe all relevant provisions of law, in particular with regard to the 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 Developer's Mobile Applications whereto the JustPush SDK shall be implemented;
 - e) ensure that End Users to whose End Devices Messages are sent – granted their consent for receiving commercial information by means of electronic communication.
2. In case of the SDK Mobile Applications downloaded from Google Play, Developer shall observe the rules of Google Play, and shall ensure that Messages are displayed on the

End Devices of the End User in formats permitted by Google Play, in particular shall ensure that Messages are not displayed on the End Devices of the End Users in the notification bar (notifications).

3. When using the Service, Developer 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.
4. Developer acknowledges that by implementing the JustPush SDK in the Developer's Mobile Applications, Developer agrees for marketing communication to the End Users within the JustPush Service via the Developer's Mobile Applications, where the JustPush SDK was implemented.

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 Developer;
 - 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, Developer 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 Developer about such interruption by placing relevant information in the JustPush Panel.

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

1. For provides the Mobile Applications with JustPush SDK in order to allow Advertisers to display Messages on the End Devices of the End, Developer is entitled to receive a payout in the amount specified each time in the JustPush Panel, provided that calculation of the payouts shall be based on the displays of Messages on the End Device.
2. The payout specified in the JustPush Panel is a net amount and shall be increased by an applicable VAT rate according to the applicable legal regulations.
3. The payment of the payout shall be made via PayPal service.
4. The settlement period is a calendar month. However, if the payout as referred to in this paragraph reaches the amount specified in the JustPush Panel, higher than the minimum

amount described in section 6 below, Developer may pay out the entire payout due thereto prior to the end of a particular settlement period.

5. Settlements shall be made in EURO currency.
6. Digital Virgo in the JustPush Panel shall provide Developer with information regarding the displays of Messages, 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.
7. Developer shall be entitled to the payout specified in this clause on condition that the minimum sum of payout of net EUR shall be reached ("**Minimum Amount**"). If in a particular calendar month the Minimum Amount has not been generated, the payout shall become due after the Minimum Amount is reached by Developer in subsequent months, provided that the basis for calculating the Minimum Amount shall be the period of maximum five subsequent calendar months (in total 6 months). If the Minimum Amount is not generated within 6 subsequent calendar months, Developer shall not be entitled to any payout during the said period of 6 months, unless the Parties agree otherwise.
8. On the basis of data available in the JustPush Panel, Developer shall issue invoices payable within days from the date of receipt of a correctly issued invoice.

8. Liability

1. Digital Virgo shall not be liable for any damages incurred by Developer in result or in connection with the implementation of the JustPush SDK in manner against the instruction provided by Digital Virgo or for any damages incurred by Developer in result of or in connection with failure to implement a JustPush SDK update.
2. Developer acknowledges that because of the specificity of the JustPush Service, Digital Virgo shall not be liable for the Messages, including their contents, in particular Digital Virgo shall not be liable for the conformity of the Messages with the provisions of law or good customs or for any breach of any rights of the End Users or third parties, including copyrights, related rights, industrial property rights, rights to contents, information, data, images, trademarks or other elements subject to legal protection, contained in and disseminated through the Messages or personal assets of the End Users or third parties.
3. Developer hereby acknowledges that because of the specificity of JustPush Service, Digital Virgo shall not be liable for the display 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.
4. Digital Virgo shall not be liable for any damages incurred by Developer 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 Developer's login or password by an unauthorised person.

6. Digital Virgo shall not be liable towards third parties for the use of the Service or related services by Developer.
7. Digital Virgo shall not be liable for any damages incurred in result or in connection with the use of PayPal.
8. Developer 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 Developer 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 Developer of the Rules or applicable provisions of law, as well as, for any other claims resulting from or related to the Mobile Application with JustPush SDK or display of the Messages, in particular the display of the Messages in the absence of the End Users' consent to receive commercial information by means of electronic communication. Developer 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. Developer has the right to cease to use the JustPush Service at any time, i.e. to cease being a user of the Service by removing the JustPush SDK from the Mobile Applications with the JustPush SDK and 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 Developer:
 - 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.

10. Complaints

1. Developer 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 Developer's data allowing for contact and identification of Developer 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 Developer 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 Developer to supplement information contained in the complaint, necessary for analysing the reasonableness of the complaint.

11. Changes in the Rules

1. Developer 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. Developer 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 Developer does not agree to the new contents of the Rules, Developer should sign out from the JustPush Service immediately and remove the JustPush SDK from Mobile Applications.
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, Developer 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.