



tri-table

**Terms and Conditions of Cooperation between the Publisher
and the advertising network tri-table**

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These Terms and Conditions define the rules of cooperation between the tri-table network and the entity entitled to the management and use of the advertising area on the website which is interested in joining the network. By accepting the provisions of these Terms and Conditions the Publisher agrees to cooperate with tri-table in compliance with the rules set out herein.

§ 1 Definitions

Should any reference be made to the following terms in the content of these Regulations, the Parties accept the following meaning of these terms:

1. **Ban** - the exclusion of the Service from broadcast advertising.
2. **eCPM** - an effective CPM, which is the rate obtained by tri-table from the sale of 1000 views of an advertisement.
3. **Contact form** - the contact form available on the website www.tri-table.com in the "Contact" tab, which allows the Publisher to make a request to add an Affiliated Website to the tri-table network.
4. **Advertising campaign** - the planned broadcast of one or more advertisement forms performed on one or more affiliated websites, promoting one entity (an advertiser) and broadcasted by the tri-table ad-server system in compliance with the rules set out in these Regulations.
5. **Reference period** - a regular period of time over which the remuneration payable to the Publisher according to the rules set out in these Regulations is calculated.
6. **Publisher's panel** - an individual panel provided to the Publisher by the tri-table network, which gives access to the Publisher's account protected by login and password.
7. **Passback** - in other words, a return code that is used to fill in the advertising area in case of the lack of advertisements. It can be attached alternately with other companies' codes.
8. **Programmatic platforms** - technological platforms managed by tri-table and intended for the automatic sale and the advertising broadcast on Affiliated Websites.
9. **Programmatic** - an automated way to purchase and sell an advertisement in real time, primarily online.
10. **Advertising area** - an area within an Affiliated Website, where an advertisement form can be placed.
11. **Revenue** - the net value of provisions issued by **tri-table** through the management of cooperation with operators of Platform Programmatic and Advertisers from the broadcast of Advertisements in the Service in the space managed by **tri-table**.
12. **Regulations** - Terms and Conditions of Cooperation between the Publisher and the advertising network

tri-table.

13. **Advertisement** - advertising material to be published on selected Affiliated Websites, provided by **tri-table** as part of Advertising Campaign for the Advertiser.
14. **Advertiser** - an entity that cooperates with tri-table on the basis of regulations separate from these Regulations and which orders broadcast advertising from tri-table.
15. **GDPR** - A Regulation of the European Parliament and the Council (UE) 2016/679 of the 27th of April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/WE.
16. **Traffic** - a collective term for valid, calculated and correct views, clicks, leads and transactions.
17. **Tri-table network** - web-based advertising network organized and managed by **tri-table Sp. z o.o. al. Księcia Józefa Poniatowskiego 1, 03-901 Warsaw, Poland** entered into the Register of Entrepreneurs maintained by the District Court in Warsaw, XIV Business Department under KRS number 0000932241, VAT Number: PL1132927852, REGON 366400167.
18. **Tri-table adserver system** - an authorized software used by **tri-table** to manage the broadcast of advertising forms on Affiliated Websites that broadcasts advertisements on the basis of the eCPM rate in order from the one sold as the most expensive. This technology integrates an automatic and a traditional sales channel of online advertising in order to maximize the revenue and the usage of advertising area on Affiliated Websites.
19. **Fake traffic** - an artificially increased number of views, clicks, leads and transactions related to the advertising form belonging to the Advertising Campaign - particularly manually and by the use of any tool, program or electronic means.
20. **Net value of an Advertising Campaign for a given settlement period** - the net value of an Advertising Campaign for a given settlement period after deducting the advertising commission payable to **the tri-table network** according to these Regulations.
21. **Affiliated Website - the Publisher's** website on which **tri-table** will broadcast advertising campaign on the basis of rules set out in these Regulations (a website added on the request of **the Publisher** via the contact form which filled in a Registration Form and was accepted by **tri-table**).
22. **The Publisher** - an entity (including a natural person) which has a legal title and can use an area suitable for advertising on at least one of **the Publisher's** websites.
23. **Registration Form** - a document sent to **the Publisher** in electronic form which is essential for the beginning of the cooperation with **the tri-table network** that includes: the details of the entity (including a natural person) who is the owner of the company, the details of the contact person, the website statistics (views, the UU number, the percentage of mobile traffic, the visibility of advertisements) from the calendar month preceding the beginning of the cooperation and key agreements on rates, formats and return codes.

§2 The rules of cooperation and the commencement of the cooperation

1. The purpose of these Regulations is to define the rules of cooperation between Parties within the scope of management and use of an advertising area.
2. **The Publisher** states that they are entitled to the usage of advertising area on an Affiliated Website within the scope that enables to implement the rules set out in these Regulations.

3. **Tri-table** states that they own an authorized tri-table adserver system within the scope of which they can provide services defined by these Regulations.
4. **The Publisher** undertakes to provide area for advertising forms (provided by **tri-table**) to **tri-table** according to the rules set out in these Regulations. **The Publisher** undertakes not to violate any legal rights of third parties.
5. In order to start cooperation with **the tri-table network** a potential Publisher fills in the Contact Form. The course of action can change provided that **the Publisher** acknowledges and accepts the contents of the Regulations and fills in the Contact Form and sends it back to **tri-table**.
6. The registration of an Affiliated Website in **the tri-table network** is free.
7. By filling in the Register Form **the Publisher** states that they are entitled to submit an Affiliated Website to **the tri-table network** and that the information that they provide is complete and in accordance to the facts and that it does not violate any legal rights of third parties.
8. Cooperation will be established after **the Publisher** is verified and authorized by the representatives of **the tri-table network** and after **the signed Register Form** is delivered. The authorization process consists of granting **the potential Publisher 'the Publisher'** status and providing them with a set of broadcasting codes. When **the Register Form** is filled in inadequately or incompletely, **tri-table** may request **the Publisher** to complete it. At the same time, **tri-table** is enabled to accept **the potential Publisher's** submission only partially when an Affiliated Website submitted by **the Publisher** in **the Order** rises concern. In such case **tri-table** accepts only specifically indicated Affiliated Websites.
9. **The Publisher** is obliged to attach broadcasting codes on an Affiliated Website and provide a continuous broadcast throughout the whole period of cooperation between the Parties. In the event of breaching this provision on non-removal of broadcasting codes or in the event of applying changes to the broadcasting codes provided by **tri-table** on Affiliated Website, **the Publisher** has no right to remuneration over the reference period, during which the breach took place or endured.
10. **The Publisher** undertakes not to attach broadcasting codes to the Affiliated Website on which the following content is viewed:
 11. Content pertaining an illegal activity, as well as supporting such activity or encouraging to engage in such activity;
 12. Content prejudicial to **tri-table** Clients' reputation;
 - a. Violation of copyrights, rights to trademarks and other rights to intellectual property and personal rights of Advertisers or third parties;
 - b. Materials of erotic or pornographic content, or materials relating to violence.
 - c. Discriminatory materials, particularly with regard to race, sex, religion or philosophy of life.
 - d. Other materials violating the Polish law.
13. **The Publisher** undertakes not to place broadcasting codes of the Affiliated Website on any other website which does not belong to **the Register Form**. If **the Publisher** violates this obligation they lose the right to remuneration over the reference period, during which the breach took place or endured.
14. **The Publisher** undertakes not to increase a number of views, clicks or any other operations relating to the advertising form belonging to the Advertising Campaign artificially - particularly manually and by the use of any tool, program or electronic means; in the event of breaching this obligation, **the Publisher** loses the right to remuneration over the reference period, during which the breach took place or endured. Such actions may as well result in the instant suspension of cooperation. Broadcasting may only occur in the previously established advertising area, on specifically established formats; moreover **tri-table** must be informed about any changes minimum 72 hours prior to their application.

15. In the event of breaching any of the provisions stated above by **the Publisher**, **the Publisher** undertakes to satisfy any claims submitted to **tri-table** by either an Advertiser or a third party. At the same time, in the event of bringing a civil action against **tri-table**, **the Publisher** undertakes to, dependent upon their legal admissibility, discharge **tri-table** from the responsibility for such action and, dependent upon their legal admissibility, and replace them in the ongoing proceedings or to join the proceedings on the side of **tri-table**.

16. A contractual penalty consisting of the loss of the right to remuneration written into the Regulations does not exclude **the Publisher's** obligation to fix the damage caused by the breach to which the penalty applies to the extent in which the damage exceeds the sum of the penalty.

17. **Tri-table** may verify **the Publisher's** Affiliated Website any time again which may result in the withdrawal of acceptance for an Affiliated Website and the withdrawal of '**the Publisher**' status from the entity submitting an Affiliated Website to **the tri-table network**.

18. THE PARTIES have the right to apply changes within broadcasting codes mentioned above provided that they receive a written (as well as an in form of an e-mail) acceptance of the other Party and that the broadcast of advertising campaigns of **tri-table** is correct and confirmed in a written form (as well as in form of an e-mail) by the Parties.

§ 3 Statements, rights and obligations of tri-table

1. **Tri-table** has the right to refer to the cooperation with **the Publisher** in commercial or advertising materials. **Tri-table** charges commission for the acquisition of advertising and broadcasted campaigns on the Affiliated Website of **the Publisher**.

2. **Tri-table** undertakes to:

- a. Provide **the Publisher** with advertising service on an Affiliated Website which means making effort to acquire and give service to the Advertisers, advertising forms on the Affiliated Website, providing maintenance of such advertising forms through **tri-table** adserver system.
- b. Take actions to the best of their knowledge and acquired competence in order to maximize revenues from the management of advertising areas in the Service.
- c. Undertake marketing activities in order to promote an Affiliated Website.
- d. Provide **the Publisher** with essential information and technical assistance that enable to attach an Affiliated Website to **the tri-table network** successfully.

3. **Tri-table** shall not be held responsible for the nonperformance or undue performance of the obligations resulting from the rules set out if it took place due to events beyond their control, including particularly, but not only: an act of war or a threat thereof; acts, decisions or vetoes of legal authorities; government or international agreements; strikes or any other industrial actions; floods, fires, explosions; failures of the Internet web or a part of it; failures of transport network; failures of computer supervising and distribution service and other cases of force majeure. In the event of these **tri-table** undertakes to inform **the Publisher** of the circumstances immediately and offer, if it is possible, other suitable times of the broadcast advertising.

4. **Tri-table** shall not be held responsible for the breach of any rights of third parties and the breach of the rules set out in relation to the activity of the Publisher - including the Service content.

§ 4 Statements, rights and obligations of the Publisher

1. **The Publisher** holds responsibility for the content of the Affiliated Website and for ensuring that the Affiliated Website submitted to **the tri-table network** contains no illegal, immoral, profane, obscene, harmful content, threats

or slurs and that the Affiliated Website breaches no rights of the third parties, including copyrights.

2. **The Publisher** states that their information included in the Order is correct, complete and true. At the same time **the Publisher** is obliged to inform **tri-table** about any changes applied to the information given to **tri-table** during the cooperation period.

3. **The Publisher** undertakes to:

a. Adjust advertising areas to **the tri-table network's** requirements and to provide the broadcast advertising of Advertising Forms stated in **the Register Form**.

b. Take no actions that result in the Ban or penalty and oblige to the rules set out in the Regulations during the use of the Service and the principles of the functioning of Programmatic Platforms, the rules of "Google Policy" in particular.

c. Take no actions of the invalid Traffic and prevent such action that result in penalty from being taken during the use of the Service by third parties. Apply no changes to the advertising areas, including their placement within the Service, the visibility of the Placements and keeping them unhidden by other advertising forms.

4. If the third party participates in the management of an Affiliated Website, **the Publisher** holds responsibility for their actions as if they were **the Publisher's** own actions in relation to their obligations set out in the Regulations.

§ 5 Publisher's remuneration and conditions of settlements

1. The settlement period covers a calendar month.
2. The remuneration of the **Publisher** for the settlement period amounts to the sum of net value of **Advertising campaigns** for the given period, as indicated in the report sent to the **Publisher** by the 15th of each month, for the period covering the preceding calendar month. **tri-table** stipulates that there may be divergencies between the report and the data in the Publisher's panel (report type tab/tri-table) due to further settlements with some Programmatic platforms. The revenue from such platforms passes on to subsequent settlement periods. Tri-table underlines that in the Publisher's panel, in section of data concerning directly sold campaigns (report type tab/tri-table) the revenue for the website will not be visible, as such revenue is approved after the end of the campaign and following the Publisher's acceptance of broadcast statistics.
3. Tri-table guarantees that reported Revenue will be consistent with the state visible in data reported to tri-table by Programmatic platforms and Advertisers.
4. The Publisher is obliged to provide detailed data concerning his bank account (including the bank's and its branch's name, the number of subsidiary and the Publisher's bank account number) and to regularly deliver documents on the basis of which the payments are made. The date of sale included in the document must be consistent with reality, i. e. it must state the month for which the payment is being made.
5. The payment of the Publisher's remuneration shall be carried out via bank transfer on the basis of VAT invoice or bills issued by the Publisher. The Publisher is obliged to deliver the above-mentioned document to tri-table in the electronic form to: finanse@tri-table.pl by the nineteenth day of month for the preceding calendar period. The payment shall be made on condition that the amount reached in the previous month or in subsequent settlement periods be not less than 100 PLN (one hundred Polish zlotys). Should the amount in the given settlement period be less than the minimal amount, it shall be automatically added to the following settlement period. Cumulated sums shall not be increased by any interest.
6. For Publishers that do not conduct a business activity, settlements are carried out on the basis of bills provided to tri-table. In order to comply with formal requirements, the Publisher is obliged to sent filled out and signed documents, i. e. the statement of non-conducting a business activity and the statement confirming that the Publisher is not a VAT payer. The address of delivery is: **tri-table Spółka z ograniczoną odpowiedzialnością**, al. Księcia Józefa Poniatowskiego 1, 03-901 Warsaw
7. The Publisher's remuneration for the settlement period is payable within forty five days form the moment of the invoice receipt by tri-table. The date shall not be effecive before the termination of the settlement period.

8. Should tri-table overpay the Publisher's remuneration, the Publisher shall return the overpaid amount within 7 days from the delivery of a relevant notice issued by tri-table.
9. The **Publisher** is responsible for settling any tax income envisaged by law, which the Publisher may obtain during the cooperation with tri-table. This obligation entails that natural persons – website owners, are obliged to autonomous settlements of taxes resulting from income gained from sharing their websites pursuant to item 6, paragraph 1, Article 10 of Personal Income Tax Act.

§ 6 Confidentiality

1. The parties mutually agree that individual arrangements between the Publisher and tri-table, e.g. rates, are strictly confidential and shall not be disclosed to third parties.
2. Confidentiality clause does not exclude the possibility of disclosing such information to partners, employees and co-workers of the Parties, it requires, however, prior instructing such individuals about the confidential nature of disclosed information and obliging them to maintain this information confidential.
3. For breaching the above-mentioned obligations in scope of confidentiality, the Parties will be liable according to general principles.
4. Confidentiality clause is not breached when the disclosure of information is required by law and performed before authorised entities.
5. Confidentiality clause has no time limitation.

§ 7 Duration period and termination of cooperation

1. Each Party may terminate the cooperation with one month's notice, effective at the end of the following calendar month from the moment of submitting the notice. On the day of cooperation termination, the parties shall review the Clients with whom negotiations are held, and tri-table will be entitled to 90 days for the termination of contract with these Clients. No new negotiations of sale of advertising space on the Website will be held.
2. In case of terminating further cooperation by one of the parties, the **Publisher** is obliged to execute any orders or projects accepted during the term of the contract in the subsequent three months from the moment of terminating the cooperation.
3. Following the termination of cooperation, the parties shall not impose any new obligations upon each other; in particular tri-table shall not conclude new agreements on behalf and account of the Publisher.
4. **Tri-table** are entitled to terminate the contract with immediate effect and without a separate request, in case of gross violation of the contract by **the Publisher**, in particular in the event of invalid Traffic or Ban in the Service.

§ 8 Personal data protection

1. **The Publisher**, as a Controller of the following personal data: IP, data saved in cookies for users visiting Affiliated Website, entrusts tri-table, as a Processor, the indicated personal data to process.
2. **Tri-table** obliges to process the entrusted personal data in compliance with the provisions of law of the European Union (particularly in compliance with GDPR and executive acts published on its basis), and with generally applicable laws.
3. The entrustment of data processing to tri-table is carried out in the scope defined below and for the indicated purpose:

Subject matter of processing	Personal data entrusted to process in connection with the services provided to the Publisher and indicated in these Regulations, including the management of broadcasting advertisements and Programmatic services.
Duration of processing	Duration of the cooperation period.

Nature of processing	Processing the data in IT systems, covering the following operations: collecting, preservation, organizing, ordering, storing, adapting or modifying, gathering, reviewing, using, disclosing through transmission, sharing or otherwise distributing, adjusting or compiling.
Purpose of processing	Execution of services defined in the Regulations.
Categories of individuals whom the data concern	Users visiting the Affiliated Website.
Type of data	Information concerning Users visiting the Affiliated Website, collected in cookies saved on the Users' devices.

4. The acceptance of these Regulations by the Publisher constitutes a documented order of data processing by tri-table.
5. **Tri-table** undertakes any necessary measures required under Article 32 of GDPR.
6. The Publisher consents that **tri-table** may use services of business partners, ensuring sufficient guarantees of implementing relevant technical and organisational measures so that the processing complies with the requirements of GDPR, in order to provide the services defined in the Regulations on the Affiliated Website.
7. As a Controller, the Publisher is obliged to possess a legal basis for the operation of processing the personal data which are entrusted to tri-table as a Processor under these Regulations. Furthermore, the Publisher is obliged to obtain consent for the profiling also performed by the business partners of tri-table.
8. Considering the nature of the processing, tri-table will assist the Publisher with adequate technical and organisational means in discharging the obligation of meeting to the requests of any person whom the data concern, in the scope of exercising his or her rights.
9. Considering the nature of the processing and information which is available to the company, tri-table will assist the Publisher in discharging the obligations concerning: processing safety, reporting supervising bodies about incidents of personal data protection breach, informing individuals whom the data concern about the breach of personal data protection, analysing impact on the data protection etc.
10. Considering the nature of the processing, after the termination of cooperation, tri-table, where possible, deletes any personal data entrusted by the Publisher.
11. **Tri-table** shares with the Publisher any information necessary to demonstrate the fulfilment of obligations related to the entrustment of data, facilitates audits and inspections and redounds to them.

§ 9

Final Provisions

1. **Publisher** declares that he is acquainted with the content of these Regulations and that he enters into cooperation with the aim of diligent compliance with all the provisions hereof.
2. These Regulations are governed and interpreted in accordance with the provisions of law applicable in the Republic of Poland.
3. Any matters not covered by the provisions of these Regulations shall be governed by relevant provisions of the Civil Code.
4. Any disputes between the Parties arising out of or related to the Parties' cooperation shall be resolved by the general court with jurisdiction over the registered office of tri-table.
5. **Tri-table** is entitled to make amendments in the content of the Regulations at any time. Tri-table obliges to inform the Publisher each time the amendment is made. The Publisher is obliged to observe the amended Regulations after the lapse of 15 days from the moment of receiving this information, unless he submitted in that timeframe the statement on the cooperation termination. The risk of not acquainting with information on the Regulations amendment is borne solely by the Publisher.
6. **The Publisher** shall not transfer any rights resulting from the cooperation contracted with the tri-table network without the prior written consent of **tri-table**.

7. Any provisions of these Regulations which are contrary to the mandatory legal rights pertaining to the Publishers who are natural persons with full legal capacity, and in the cases provided for by the provisions of mandatory legislation, are not applicable.
8. The provisions of these Regulations, having been accepted by the **Publisher** in the manner laid down herein, constitute the contract concluded between the Parties.
9. These **Regulations** shall take effect on 01.01.2022.