

MODIVO ADS SERVICE TERMS AND CONDITIONS

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I. DEFINITIONS

The terms used in these regulations have the following meanings:

- 1) **Regulations** – this document specifying the terms and conditions for the provision of the Modivo ADS Service.
- 2) **Service Provider** – MODIVO S.A. with its registered office in Zielona Góra, ul. Nowy Kisielin - Nowa 9, 66-002 Zielona Góra (which also serves as the mailing address), entered into the Register of Entrepreneurs kept by the District Court in Zielona Góra, VIII Commercial Division of the National Court Register, under the KRS number 0000541722, NIP (Tax Identification Number) 9291353356, BDO (Packaging and Waste Management Database) 000031285, REGON (Statistical Office Number) 970569861, with the share capital of PLN 2,008,001.00, paid in full; email address: info@modivo.pl, contact phone number: (+48) 22 123 0123 (charge as for a standard call – according to the price list of the relevant operator).
- 3) **Online Store** – platforms that allow Users to place orders and make reservations (depending on the availability of the service) for the presented goods and services, provided by the Service Provider and operated by the Service Provider, comprising a set of interconnected websites, accessible at internet addresses available on the list at <https://modivo.pl/> and <https://eobuwie.com.pl>, as well as through the Application.
- 4) **Advertiser** – an entrepreneur referred to in Art. 43¹ of the Civil Code, who uses the Modivo Ads Service in the Online Store through the Account.
- 5) **Modivo Ads Service** – a service provided by the Service Provider electronically, to the extent and under the conditions specified in the Regulations.
- 6) **Modivo Advertising Space** – the area of the Online Store specified by the Service Provider for the purpose of Displaying Sponsored Offers as part of the Modivo Ads Service.
- 7) **Advertiser Panel** – a panel available after logging in by the Advertiser enabling the creation and editing of orders for Sponsored Offers campaigns within the Modivo Ads Service, located at <http://ads.modivo.com/>,

- 8) **Sponsored Offer** – an advertising message displayed as part of the Modivo Ads Service on the Modivo Advertising Space, which is marked as "Sponsored" and directs to the Product card in the Online Store.
- 9) **Display** – presenting the Sponsored Offer on the Modivo Advertising Space.
- 10) **Click** – a single action consisting in clicking on a Sponsored Offer by the User.
- 11) **User** – a person using services provided electronically through the Online Store.
- 12) **Maximum Unit (Max. CPC)** – the maximum net price specified by the Advertiser in the Advertiser Panel, not less than 1.00 PLN, that the Advertiser is willing to pay for one Click.
- 13) **Daily Budget** – the maximum net daily budget specified by the Advertiser in the Advertiser Panel, not less than 20.00 PLN, that the Advertiser declares to allocate for the Sponsored Offer Display per unit of day during the Sponsored Offer.
- 14) **Total Budget** – the maximum net budget specified by the Advertiser in the Advertiser Panel, not less than 20.00 PLN, that the Advertiser declares to allocate for the Sponsored Offer Display on the Modivo Advertising Space for the period indicated in the Advertiser Panel.
- 15) **Account** – the Advertiser's account located in the Service Provider's system, enabling the use of the Advertiser Panel.
- 16) **Rating** – is calculated from the product of the Maximum Unit per Click and the quotient of the number of Clicks to the number of Views of the Sponsored Offer.
- 17) **Rating Ranking** – determines the order of Sponsored Offers and is calculated with each inquiry for Sponsored Offers on the Modivo Advertising Space.
- 18) **Product** – a movable item available in the Online Store that is the subject of a Sales Agreement between the Customer (as defined in the regulations of the Online Store) and Modivo.pl or between the Customer and a Partner, against payment of a Price, or the subject of a Reservation. All Products presented in the Online Store are brand new.

II. INTRODUCTION

1. The Regulations define the terms and conditions of the Modivo Ads Service provided electronically consisting of:
 - 1) creating an Account in the Service Provider's system;
 - 2) access through the Account to the Advertiser Panel enabling the determination of order parameters for the Sponsored Offer Display, as well as keeping statistics;
 - 3) displaying Sponsored Offers by the Service Provider for Products marked by the Advertiser on the Modivo Advertising Space within the Online Store, as specified in the Advertising Panel.
2. Detailed instructions for using the Advertiser Panel and the rules for the Sponsored Offer Display within the Modivo Ads Service are included in the Advertiser Panel.
3. The content of the Regulations is available free of charge in the Advertiser Panel, on the Online Store Websites, and within the Application, from where the Advertiser can view it at any time and print it.
4. At the Advertiser's request, the Service Provider will enable the acquisition, reproduction, and recording of the Regulations content using the ICT system used by the Advertiser.
5. In connection with the use of the Modivo Ads Service, the Service Provider does not provide any express or implied warranties regarding the effectiveness and effects in the area of economic, business, or advertising activities of the Advertiser or their customers, in particular, increasing sales, profits, increasing interest in the goods or services of the Advertiser or their customers.

III. GENERAL TERMS AND CONDITIONS OF USE OF MODIVO ADS SERVICE

1. The use of the Modivo Ads Service by the Advertiser requires an Account that allows access to the Advertiser Panel.
2. Creating the Account and using the Modivo Ads Service is subject to acceptance of the Regulations by checking the appropriate checkbox by the Advertiser when creating the Account, subject to paragraph 3 below.
3. Only a person who is authorized to act in this respect on behalf of the Advertiser, including, in particular, to assume rights and obligations on their behalf, can create the Account on behalf of the Advertiser and perform any further activities within the Advertiser Panel and the Modivo Ads Service.
4. The Account creation process consists of: 1) clicking on the link received from the Service Provider to the email address (the link is active for 7 days from the day of receipt), 2) the email address to which the link was sent is the first login to the Advertiser Panel and remains solely associated with the Account without the possibility of change, 3) completing the form by specifying the user name and login password 4) accepting the Regulations by checking the checkbox and 5) clicking the button under the form, which results in its submission.
5. Each Advertiser may have only one Account registered with the same email address.
6. Upon submitting the form and creating the Account in the Service Provider's system, an agreement is concluded between the Advertiser and the Service Provider under the terms and conditions specified in the Regulations.
7. Advertisers are prohibited from:
 - 1) providing, including publishing, unlawful content that violates the law, including, in particular: content that violates the personal rights of third parties, poses a risk of violating the image or good name of the Service Provider or third parties, incites racial, ethnic or religious hatred;
 - 2) taking any actions that could or would cause any disruption to the operation or overload of the Online Store, Account, Advertiser Panel, Service Provider's servers, Service Provider's ICT systems, or other entities directly or indirectly involved in providing electronic services, in particular, but not limited to, circumventing security measures, installing malicious software, posting content in places not intended for this purpose, and integrating with external systems.
8. When using the Modivo Ads Service, the Advertiser ensures that:
 - 1) Sponsored Offers published by the Advertiser will not infringe the rights of third parties and will not mislead Users, in particular as to the description and properties of the Product that appears as Sponsored Offers;
 - 2) they have rights to use the designations of Products advertised through Sponsored Offers, including trademarks, and the right to dispose of them to the extent necessary to perform the Modivo Ads Service.

IV. ORDERING A SPONSORED OFFER DISPLAY

1. Ordering a Sponsored Offer Display by the Advertiser is made by using the functionalities of the Advertiser Panel, as specified in the instructions for use available in the Advertiser Panel.
2. To order the Sponsored Offer Display on the Modivo Advertising Space in the Online Store, the Advertiser should perform the following actions in the Advertiser Panel:
 - 1) specify the campaign name;
 - 2) determine the Daily Budget and/or specify the Total Budget – it is required to specify at least one type of budget;
 - 3) indicate the domain where the Online Store is located from the options available in the Advertiser Panel, on whose Modivo Advertising Space the Sponsored Offer related to the selected Product will be displayed;
 - 4) the Product to which the Sponsored Offer Display is to apply;

- 5) Maximum Unit, i.e., the maximum cost per Click;
- 6) the start date of the Sponsored Offer Display and its duration – however, the end of the Sponsored Offer is optional, which means that it will run until it is deactivated (if we do not have a Total Budget set) or until the set Total Budget is achieved.
6. The final step is for the Advertiser to verify the accuracy of the above-mentioned information and parameters entered in the Advertiser Panel and to accept the Regulations by checking the appropriate checkbox at the end of the process.
7. The Advertiser has the option to specify the start and end date of the Sponsored Offer Display in the Advertiser Panel. If these parameters are not specified, the Sponsored Offer will be Displayed until the Daily Budget or Total Budget is exhausted (if specified by the Advertiser) or the Display is deactivated through the Advertiser Panel, subject to the provision in Section V, paragraph 5.
8. If the Total Budget is exhausted, the Sponsored Offer Display will be immediately suspended, even if the Daily Budget has not been exhausted.
9. If the Daily Budget is exhausted, the Sponsored Offer Display will be suspended until the end of the day, even if the Total Budget has not been exhausted. The Sponsored Offer Display will be resumed on the following day, provided that the campaign period includes that day.
10. By ordering a Sponsored Offer, the Advertiser declares that they are authorized to act and direct Users' traffic to the entity whose goods or services the Displayed Sponsored Offer concerns, placed on the Modivo Advertising Space in the Online Store. The Advertiser assumes liability for damages resulting from the accuracy of the statement mentioned above.
11. The Daily Budget amount is reduced after each Click by the smallest value up to the Maximum Unit, enabling the Sponsored Offer Display in accordance with the Rating Ranking, provided that the conditions specified in Section V, paragraph 2 of the Regulations are met.
12. The Total Budget amount is reduced after each Click by the smallest value up to the Maximum Unit, allowing the Sponsored Offer Display in accordance with the Ranking, provided that the conditions specified in Section V, paragraph 2 of the Regulations are met.

V. SPONSORED OFFER DISPLAY

1. Sponsored Offers are Displayed in order according to the Rating Ranking.
2. Sponsored Offers in Displayed on the Modivo Advertising Space if all of the following conditions are met:
 - 1) The product advertised as part of the Sponsored Offer is matched to the theme of the page on which the Modivo Advertising Space is located.
 - 2) The Sponsored Offer will take a place in the Rating Ranking not lower than the number of available spaces on the Modivo Advertising Space intended for the Sponsored Offer Display.
 - 3) The Product is available for sale in the Online Store to which the Sponsored Offer refers.
3. The Sponsored Offer may be Displayed only subject to the availability of funds specified by the Advertiser in the Advertiser Panel as part of the Daily Budget and/or Total Budget, subject to paragraph 5 below.
4. The Sponsored Offer is Displayed for the period specified by the Advertiser in the Advertiser Panel. If this parameter is not specified, the Sponsored Offer will be Displayed until the Daily Budget or Total Budget is exhausted (provided that it has been specified by the Advertiser) or the Display is ended by deactivating it in the Advertiser Panel, subject to paragraph 5 below.
5. If the Product is sold out and is not available in the Online Store, the Sponsored Offer Display is suspended until the Product is available again in the Online Store, and the resumption will take place provided that the Daily Budget or Total Budget is available, and that the resumption falls within the period defined by the Advertiser in the Advertiser Panel for this campaign.

6. Any changes made by the Advertiser in the Advertiser Panel during the Sponsored Offer Display take effect and are activated no later than 2 hours after they are made in the Advertiser Panel, subject to technical interruptions and failures specified in Section X of the Regulations.
7. The Service Provider is entitled to refuse to Display or suspend the Sponsored Offer Display if:
 - 1) the display violates or poses a risk of violating the rights of third parties;
 - 2) for technical reasons, in particular: failures, errors, or technical interruptions of the Online Store or Modivo Ads Service;
 - 3) it may negatively affect the image or reputation of the Service Provider or a third party.In such a case, fees for the Modivo Ads Service will not be charged.
8. In the Advertiser Panel, statistics are regularly made available, which form the basis for assessing the level of implementation of the Sponsored Offer Display.

VI. PAYMENTS

1. The Advertiser individually specifies in the Advertiser Panel: the Settlement unit, Daily Budget, and Total Budget to be used for the Sponsored Offer Display as part of the Modivo Ads Service.
2. The calculation of the fee for the Modivo Ads Service is based on the funds used by the Advertiser for the Click on the Sponsored Offer, based on the statistics available in the Advertiser Panel.
3. The Advertiser is obliged to pay a fee for using the Modivo Ads Service in the amount specified in the Advertiser Panel individually for each Advertiser, depending on the number of Clicks on Sponsored Offers in the Online Store.
4. The amount of Fees cannot be higher than the Daily Budget and/or Total Budget specified in the Advertiser Panel, provided that it has been specified by the Advertiser in the Advertiser Panel.
5. Fees are charged in Polish Zloty (PLN), the currency applicable in the country where the Internet domain of the Online Store is located, on whose Modivo Advertising Space the Sponsored Offers are displayed, on which the amount of fees depends.
6. The settlement period is a calendar month.
7. Fees are charged on an ongoing basis and presented to the Advertiser immediately for payment for subsequent settlement periods, however, in the event of failures or technical interruptions related to the operation of the Online Store or the Advertiser Panel, the fees will be presented immediately after the technical interruption is over or full functionality is restored.
8. The Advertiser is obliged to pay any accrued taxes.
9. Within 5 days from the end of each settlement period, the Service Provider will issue and deliver to the Advertiser a VAT invoice for the amount of remuneration due to the Service Provider for a given settlement period. Payment of the Remuneration due to the Service Provider will be made within 15 days from the date of issuance of the VAT invoice to the bank account indicated on the VAT invoice.
10. The date of payment is the date of crediting the Service Provider's bank account.
11. The electronic VAT invoice will be sent to the email address indicated in the Advertiser Panel as the settlement address or, if it is not indicated, to the email address associated with the Account.

VII. TECHNICAL REQUIREMENTS

1. The minimum technical requirements necessary to use the Modivo Ads Service are: (1) a computer, laptop, or other multimedia device with Internet access; (2) access to email; (3) a web browser: Mozilla Firefox version 17.0 and higher or Microsoft Edge version 109.0 and

higher, Opera version 12.0 and higher, Google Chrome version 23.0. and higher, Safari version 5.0 and higher; (4) recommended minimum screen resolution: 1920x1440; (5) enabling the ability to save Cookies and Javascript support in the web browser; in case of concluding the Sales Agreement by telephone: (6) using the telephone; (7) disabling plug-ins in the web browser that block the display of advertisements (Adblock).

2. The Advertiser must have an active email address and, in certain cases, a keyboard or other device enabling the correct completion of electronic forms and mutual contact between the Service Provider and the Advertiser.

VIII. FORCE MAJEURE

The Service Provider is not liable for the non-performance or improper performance of the obligations specified in the Regulations, including the provision of the Modivo Ads Service, Sponsored Offer Display, or its timeliness, if the non-performance or improper performance of the above obligations is related to an event beyond the Service Provider's control, in particular: outbreak of war, natural disaster, strike, terrorist attack, hacking attack, decision of state authorities, outbreak of an epidemic, failure of the Internet or its parts, failure of the power grid or interruptions related to energy supply, failure of computer networks, servers, hosting, systems provided by third parties.

IX. LIABILITY

1. The Service Provider's liability related to the implementation of the obligations specified in these Regulations, in particular the provision of the Modivo Ads Service, is excluded to the maximum possible extent specified by mandatory provisions of law, including, in particular, no liability for lost profits, including loss of earnings, loss of anticipated savings, loss of business opportunities, as well as loss or damage of data or indirect or consequential losses incurred by the Advertiser. The above limitations of liability do not apply to the Service Provider's liability for damages resulting from the Service Provider's willful misconduct.
2. The Service Provider is also not liable for the actions or omissions of Users or Advertiser, in particular, the violation of the rights of third parties, including the principles of unfair competition and intellectual or industrial property rights.
3. Pursuant to Article 558 § 1 of the Civil Code, the Service Provider's liability under the statutory warranty for physical and legal defects is excluded.
4. In the event of claims against the Service Provider related to the Sponsored Offer Display due to the inaccuracy or incorrectness of the Advertiser's assurances regarding the authorization to act on behalf of or for the benefit of the entity whose goods or services the Sponsored Offer relates to, the Advertiser is obliged to provide the Service Provider with all necessary information that may be relevant in defending against the above-mentioned claims of exemption from liability and for the Advertiser to join any proceedings or negotiations pending against the Service Provider. The Advertiser undertakes to compensate or reimburse the Service Provider for any costs (damages, legal fees, etc.) that the Service Provider incurs or is obliged to pay to a third party in connection with the above claims.

X. TECHNICAL INTERRUPTIONS AND FAILURES

1. The Service Provider is entitled to constantly conduct tests, implement improvements, add functionalities, or modify existing functionalities, including the removal of functionalities in the scope of the Modivo Ads Service, Online Stores, and processes. The above activities do not require notification to the Advertiser.

2. The Service Provider may inform Advertisers about planned technical interruptions during which access or use of the Modivo Ads Service, including the Account and the Advertiser Panel, may be impossible or limited.
3. In the event of not receiving notification about planned technical interruptions, in the case of a sudden lack of access of the Advertiser to the Advertiser Panel due to reasons attributable solely to the Service Provider, and the Advertiser's willingness to disable or limit the campaign, including changing the Daily Budget or Total Budget, during the lack of access to the Account, the Advertiser is obliged to immediately notify the Service Provider by email to ads.support@modivo.com, specifying the scope and details of the request. Notifications that are unclear or too general will not be considered. The notification is effective only upon delivery to the Service Provider and has no effect on the past, i.e., it is impossible to determine changes with retroactive effect from the date of email delivery.
4. The Service Provider is not responsible for the data contained in the Advertiser Account, including the Advertiser Panel, and their loss or deletion. The Advertiser is obliged to secure them on their own.
5. In the event of technical failures or malfunction of functionalities of the Modivo Ads Service, including the Account or the Advertiser Panel, due to reasons attributable to and solely dependent on the Service Provider, the Advertiser is obliged to immediately notify the Service Provider of this fact at the email address ads.support@modivo.com.
6. If possible, the Service Provider will take measures to carry out the repair, and the Advertiser is obliged to cooperate with the Service Provider to carry out the repair efficiently.

XI. TERMINATION OF THE AGREEMENT AND CESSATION OF MODIVO ADS SERVICE PROVISION

1. The Service Provider reserves the right to take the following actions against the Advertiser who breaches the Regulations:
 - 1) suspend the Advertiser's access to the Account;
 - 2) terminate the agreement regarding the provision of the Modivo Ads Service;
 - 3) refuse to provide the Modivo Ads Service until further notice.
2. The Advertiser, against whom the measure specified in paragraph 1 above, is not entitled to create a new Account or use the Service via third-party Accounts, unless they obtain separate consent from the Service Provider, under pain of nullity.
3. The Service Provider is entitled to terminate the agreement with the Advertiser without giving a reason with immediate effect upon delivery of information about the termination of the agreement to the Advertiser's email address.
4. The Advertiser is entitled to terminate the use of the Modivo Ads Service at any time by terminating the agreement with the Advertiser without giving a reason with immediate effect, based on the statement of agreement termination sent to the Service Provider's email address.
5. The Advertiser is also entitled to delete the Account at any time without giving a reason, upon deletion of the Account, the agreement for the provision of the Modivo Ads Service is terminated.
6. Upon termination of the agreement, the Service Provider is entitled at their own discretion to block access or delete the Advertiser Account.
7. In the event of termination of the agreement under the terms specified in paragraph 3 and paragraph 4 and deletion of the Account in accordance with paragraph 5 above, the Sponsored Offer Display (provided that the Offer was Displayed at the time of termination or deletion of the Account) will end within 48 hours from the time of deletion of the Account or delivery of the termination notice. Fees are due for the entire duration of the Sponsored Offer Display.
8. The Service Provider reserves the right to immediately cease or suspend the provision of the Modivo Ads Service.

9. Cessation or suspension of the Modivo Ads Service takes place upon posting a relevant message in the Online Store. During the suspension of the Modivo Ads Service, the Service Provider will not charge any fees.

XII. COMPLAINTS

1. Complaints related to the provision of Modivo Ads Services can be submitted, for example:
 - a. in writing to the address: ul. Nowy Kisielin - Nowa 9, 66-002 Zielona Góra;
 - b. in electronic form via email to the address: ads.support@modivo.com
2. The complaint may be considered provided that the Advertiser includes all of the following information in the complaint description: (1) information and circumstances regarding the subject of the complaint, in particular, the type and date of the irregularity; (2) the Advertiser's requests; and (3) the contact details of the complainant.
3. The Service Provider shall respond to the complaint immediately, if possible, no later than 30 days from the date of its delivery.

XIII. PERSONAL DATA PROTECTION

In matters related to the protection of personal data, the provisions of the Online Store regulations, Privacy Policy, and Cookies Policy available on the Online Store website shall apply accordingly.

XIV. FINAL PROVISIONS

1. To the extent not regulated in these Regulations, the provisions of the regulations of the Online Store located at www.modivo.pl domain shall apply. The provisions of the regulations of the Online Store shall apply accordingly. Furthermore, in matters not regulated in these Regulations, the generally applicable provisions of Polish law shall apply, in particular: the Civil Code, unless mandatory provisions of law provide otherwise.
2. Any disputes arising in connection with the provisions of the Regulations, including the Modivo Ads Service, which have not been resolved through negotiations, are subject to the jurisdiction of the Polish courts, unless mandatory provisions of law provide otherwise.
3. Any changes to the Regulations shall enter into force within seven days from the date of notifying the Advertiser about their content or publishing the amended version of the Regulations in the Online Store at www.modivo.pl or on the login page or in the Advertiser Panel, depending on which of these events occurs first. The provisions of the Regulations in their previous version apply to orders for Sponsored Offers placed before the new version of the Regulations comes into effect.
4. If any provision of the Regulations is deemed invalid by a final decision of an authority or court, the remaining provisions remain in force.
5. The Regulations are effective as of August 1, 2023.