

AFFILIATE PROGRAMME TERMS AND CONDITIONS FOR AFFILIATES

The Operator owns and operates an online Affiliate Programme, whose objective is to increase the sales of Products of Advertisers. As part of the Programme, Advertisers will decide the rates that will be paid to those Affiliates for specific Actions and provide advertising and promotional materials that can be used in the marketing of their Products. Affiliates promote Advertisers' Products thereby generating Actions. Affiliates receive payment from Advertisers (through the Operator) for these Actions.

§1 Definitions

These Terms and Conditions form the Agreement between the Parties, and for the purpose of these Terms and Conditions the following words and expressions shall have the following meaning:

- **"Action"** - any action performed by a User, for which the Affiliate is eligible for remuneration or running a Code (e.g. clicking on an ad, registration on a website or filling out a contact form, etc.). The Actions are indicated in the Panel.
- **"Advertiser"** - a legal or natural person which is a customer of the Operator, for whom the Operator runs the Programme. The Advertiser orders a Campaign in the Panel, by indicating the Action and the remuneration. The Advertiser takes full responsibility for their Products and Advertising Materials.
- **"Advertising Materials"** - an advertisement, a banner or any other advertising, marketing or promotional material promoting the Products or services of an Advertiser, submitted by the Advertiser through the Panel, which can be used by an Affiliate during Campaigns.
- **"Affiliate"** - means a legal or natural person registered in the Operator's Panel, providing services online, who has unconditionally accepted the provisions of the Terms and Conditions and to whom the Operator has assigned the Affiliate status.
- **"Affiliate Programme" or "Programme"** - a programme that is run by the Operator to increase the sales of Products and services listed in the Panel, which an Affiliate can sign up to. The Affiliate Programme enables an Affiliate to obtain remuneration for Actions.
- **"Agreement"** - the Terms and Conditions after being accepted by the candidate for an Affiliate and after the candidate for an Affiliate is accepted by the Operator and the Advertiser.
- **"BOT Traffic"** — it is a collective term for inappropriate Actions, which can be caused (for example, but not only) by automatic loading of a website, the software updating indexes of Internet search engines, web crawlers, requests sent via e-mail or discussion websites like chatrooms, script generators, placing links on websites other than those reported by the Affiliate, Clicks that are not generated by web browsers, Clicks which are not preceded by an activation of a link by the User who wants to connect to a particular website. Also known as any form of Artificial Traffic.
- **"Campaign"** - an order made by Advertisers for Affiliates to acquire specific Actions at a specified cost, for a specific Product or service, in a particular market, using specific promotional materials, within a specified time period and possibly additional limiting parameters.
- **"Codes"** - mechanisms for registering an Action in the systems of an Operator.
- **"Operator"** - The owner and operator of the Affiliate Programme and Panel
- **"Panel"** - special software used by the Operator having the functions needed to operate the Affiliate Programme.
- **"Product"** - a product or service of an Advertiser advertised by an Affiliate when generating Actions.
- **"Report"** - the basis for determining and paying remuneration to an Affiliate for Affiliate's Actions, available in the Panel.
- **"Sub-programme"** - an affiliate programme run by an Affiliate for Advertisers, after receiving approval from the Operator, on terms equivalent to and consistent with those defined in the Affiliate Programme Terms and Conditions.
- **"Terms and Conditions"** - means these Terms and Conditions.
- **"User"** - means any person who made Actions under the Programme, for which the Affiliate will be remunerated

§2 Preliminary provisions

1. The Operator owns and runs the Programme. The Programme enables Advertisers to increase the sales of their Products and gives Affiliates a chance to obtain remuneration for Actions.
2. Participation in the Affiliate Programme is on condition of the acceptance of the provisions of the Terms and Conditions by a candidate for an Affiliate and by the Operator and the Advertiser accepting the candidate for an Affiliate.
3. By agreeing and clicking the "Register" button in the Panel, the Affiliate unconditionally accepts all the provisions of the Terms and Conditions and makes the Operator an offer to conclude an agreement on the conditions specified in the Terms and Conditions. If Affiliate Candidate does not accept the provisions of these Terms and Conditions, Affiliate Candidate is unable to conclude an Agreement and use the Affiliate Programme.
4. A Candidate for an Affiliate is bound by the offer for 30 days from the date when the Candidate for an Affiliate clicked on the "Register" button in the Panel.
5. The Operator will send Candidate for an Affiliate a notification e-mail confirming that they have been granted the status of an Affiliate, within the period specified in section 4 of this clause. If the Candidate Affiliate does not receive a notification email as specified above this means that the Operator has not accepted the offer of the candidate for an Affiliate and that the candidate has not received the Affiliate status. No Agreement was made between them and the Operator. The conclusion of the Agreement on the conditions specified in these Terms and Conditions occurs only after the approval of a candidate for an Affiliate by the Operator as stated in the Terms and Conditions.
6. The Affiliate shall further be notified by the Operator through the Panel about being awarded the status of an Affiliate and about the conclusion of an Agreement between the Operator and the Affiliate.
7. The Operator shall not be liable for any damages incurred by the candidate for an Affiliate in connection with the fact that they were expecting a conclusion of the Agreement with the Operator. Any costs incurred by the candidate for an Affiliate in connection with making the above offer and other activities which they aimed to conclude the Agreement as provided above, shall be borne only by the candidate for an Affiliate and the liability for them cannot be transferred to the Operator.
8. The Affiliate Programme may be modified or terminated by the Operator at any time. The Operator may assign and can make an assignment of all rights and obligations to another entity, which can run the Affiliate Programme after the assignment, replacing the Operator. After the assignment, the Programme can also be modified or terminated. Subsequent assignments can be made without restrictions.
9. Information about the Affiliate Programme, including its modifications or termination, will be made available to the Affiliate in the Panel.

§3 Operator Rights and obligations

The Operator is responsible for and operates the Affiliate Programme in order to increase Product sales.

1. The Operator has the right to unilaterally decide to refuse or cease running the Programme with respect to specific Products or to decide not to run or cease running the Programme in specific markets/countries at any time.
2. The Operator provides the Affiliates with all necessary information about Products and their Actions' statistics through the Panel.
3. The Operator is responsible for making available at a minimum the following information in the Panel: Advertisers Products, Advertising Materials, methods of settlement with Affiliates, methods and terms of payment of remuneration for Affiliates, specific conditions for Products.
4. The Operator makes available to the Affiliates the Advertising Materials uploaded by the Advertisers via the Panel. The Affiliates may download Advertising Materials and use them to generate Actions. In addition, the Operator provides the Affiliates with links to websites containing, among other things, information, brochures, labels, packaging designs, safety certificates and any other content that can assist to generate Actions. The Operator grants Affiliates a non-exclusive and non-transferable worldwide sublicense, unlimited as to the time and languages, to use Advertising/Promotional Materials submitted through the Panel (including the materials referred to in section 5) to carry out the Actions.
5. The Operator will supervise the Actions carried out by Affiliates, in order to, among other things, determine the amount of remuneration of the Affiliates. The settlement models used for making settlements with Affiliates include: CPA - Cost per acquisition, CPC - Cost per click, CPS - Cost per scroll, CPO - Cost per order, CPM - Cost per thousand, FF - Flat fee. Information on the settlement model is contained in the Panel.
6. The Operator discloses information on the Affiliate's Actions as well as websites and other means to generate them to the relevant Products' Advertisers. The Operator reserves the right to suspend or terminate the Affiliate's right to carry out Actions with respect to specific Products upon demand of the respective Advertiser.
7. The Operator provides all technical, administrative and IT support to the Affiliates solely in connection with the Affiliate Programme. Such support is provided at the request of the Affiliate reported to the Operator via the Panel.
8. The Operator is responsible for maintaining individual Affiliate accounts.
9. The Operator shall provide each individual Affiliate with the data needed to log in and use individual Affiliate account in the Panel (login and password) that the Affiliate is obliged to strictly retain confidentially this data (an Affiliate must not disclose or distribute them in any way).
10. The Operator reserves the right to develop the Panel and introduce changes or other modifications to the Panel at any time. In connection with this right, the Affiliate acknowledges that the individual Affiliate account and the Affiliate Programme may be changed, provided that this does not affect these Terms and Conditions.



11. After receiving approval from the Operator, the Affiliate has the right to independently run the Affiliate Programme on terms identical to those defined in these Terms and Conditions, which will be a Sub-programme of the Programme run by the Operator. In such a case, the following additional arrangements shall also apply:
 - a) The Operator grants the Affiliate a non-exclusive worldwide license to use the Panel, unlimited as to the time and languages. Affiliates in the Affiliate Programme run by an Affiliate will also be able to run further affiliate programmes on terms identical to those defined in these Terms and Conditions (the Terms and Conditions adopted then will differ only in terms of the entity running an affiliate programme and the date on which they will enter into force);
 - b) The Operator enables running a separate instance of the Panel and ensures the operation of the Panel on the domain, whose owner or entity authorized to use it is the Affiliate;
 - c) The Operator agrees that the Affiliate can use the names, logos and other marketing signs, including trademarks of Affiliate in order to determine the Panel and Affiliate Programme run by the Affiliate (Sub-programme);
 - d) In the Panel, the Operator enables the Affiliate to set the margin by which they want to reduce the rate for the Actions that they will offer their own Affiliates.

§4 Affiliate Rights and obligations

1. By concluding an Agreement and utilizing the Affiliate Programme, Affiliate agrees, represents, warrants and undertakes that:
 - a. they are an individual who has attained at least eighteen (18) years of age; or is a valid commercial entity, organization, institution or such body corporate duly established under the applicable laws or regulations which they are subjected to;
 - b. they have the authority and capacity to enter into, accept and be bound by all the Terms and Conditions in the Agreement;
 - c. the use of the Programme does not violate any applicable laws or regulations which they are subjected to; and
 - d. The Affiliate shall comply with the requirements of the Affiliate Programme indicated in the Panel.
2. The Affiliate is obliged to use trademarks, logos and any other industrial/intellectual property rights of the Operator, Advertisers and third parties in accordance with the law and good customs.
3. The Affiliate has an obligation to check updates concerning any changes in the Affiliate Programme published in the Panel, in particular in the event of termination of the Programme or changes in the conditions of remuneration for Affiliates.
4. The Affiliate bears full and sole responsibility for the Actions. The Affiliate has an obligation to ensure that the information on the Products of Advertisers are correct, up-to-date, complete, accurate and consistent with the information available in the Panel. The Affiliate agrees to comply with all relevant provisions of national, local and international law.
5. The Affiliate declares that the information provided to the Operator and concerning their personal data and their website (if any) is correct, complete and has been submitted in accordance with the laws applicable to the Affiliate and these Terms and Conditions. The Affiliate shall immediately notify the Operator of any changes, by updating this information via the Panel.
6. The Affiliate gives the Operator full name of their company (business name), the number in the business register entered in the register, the name of the registration authority, the registered address and mailing address, if different from the registered office address, and a tax identification number (a natural person provides their data respectively). The Affiliate also provides correct, complete and current information concerning their personal data and websites, if applicable. The Affiliate is obliged to inform the Operator of any changes in the data referred to in the preceding sentence, via the Panel.
7. The Affiliate declares that the rights to all information and works on the website of the Affiliate, if any, belong to the Affiliate or, if they do not belong to the Affiliate, then the owner of the rights to information and works on the website of the Affiliate has granted express consent for their publication and for using them for commercial purposes. The Affiliate also declares that the information and works referred to in the previous sentence do not violate any third party rights, including Intellectual property rights, and that the information and works cannot be in any way be considered as prohibited or offensive. Further that Affiliate have obtained all necessary and valid licenses, permits, approval and/or authorization from all relevant authority(ies) or any third party(ies) to supply, deliver and/or provide the Product (if applicable).
8. The Affiliate must not in any way generate or contribute to generating BOT Traffic or any form of Artificial Traffic.
9. The Affiliate must not in any way interfere, circumvent, disturb or replace the security mechanisms of programmes, applications, processes and data, with the use using technical measures or IT technologies or in any other way.
10. The Affiliate shall immediately notify the Operator of any cases of improper or unlawful use of Codes which are known to them or raise their doubts.
11. The Operator has the right to verify the content on the websites of the Affiliate, if applicable, related to the participation of the Affiliate in the Affiliate Programme. The Operator also has the right to demand that the Affiliate ceases the use of the content which receives negative assessment when verified by the Operator or an Advertiser, and the Affiliate is obliged to stop using that content. The Operator shall notify the Affiliate, via the Panel, of any negative verification referred to in the previous sentence. The Affiliate has three (3) calendar days of receipt of notification from the Operator to remove the content which has been negatively verified.





§5 Remuneration & Settlement to Affiliate

1. Published within the Panel are the terms and conditions of remunerating an Affiliate for Actions (hereinafter: "Remuneration of the Affiliate") . The valuation of the Actions as part of Campaigns conducted by the Affiliate for a specific Advertiser (hereinafter: "Valuation of Actions") are binding upon the Parties until they are amended or cancelled. The Valuation of Actions forms part of these Terms and Conditions and is determined unilaterally by the Operator. The Valuation of Actions that will be settled by the Advertisers to Affiliates for specific Actions includes Operator's profit margin. (Valuation of the Actions is not open to negotiations and are final).
2. Determining the amount of the Affiliate's Remuneration, is based on a Report covering the Actions of the Affiliate. The Report is the result of the Operator's supervision over the Actions of the Affiliate and is the basis for determining the remuneration of the Affiliate in the model as indicated in the Panel.
3. The Parties agree that the services of the Affiliate consisting in conducting Campaigns and generating Actions are rendered based on settlement periods the end of which shall be the day of accepting Report by the Operator (however, settlement periods shall not at any time be longer than one (1) year). The Affiliate decides each time on the chosen lengths of the given settlement period via the Panel.
4. The Affiliate agrees that the only basis for settlements will be the data obtained by the Operator.
5. Access to the Report is made available to the Affiliate after logging into the Panel.
6. The Remuneration of the Affiliate in the amount resulting from the Report, will be paid in the manner Indicated in the Panel. The Operator and the Affiliate can decide on a different form of payment of Affiliate's Remuneration.
7. In case the Affiliate determines miscalculations in the Report, Affiliate shall immediately report them to Operator via the Panel. The Operator will review the Affiliate's concerns without undue delay and the Report will be corrected or confirmed as soon as reasonably possible.
8. The Affiliate's remuneration for the Actions will be paid according to the settlement periods chosen in the Panel in accordance with the Valuation of the Actions published in the Panel, except that the remuneration of the Affiliate will be paid when its amount is less than EUR 200 (two hundred) or currency equivalent. In the case where this condition is not met within a month or in another period specified in the Panel, the remuneration will be added to the remuneration in the proceeding settlement period in which this condition is met.
9. The Affiliate is responsible for fulfilling all obligations which it is required to fulfil under generally applicable laws.
10. For the use of the Panel, the Affiliate may be required to pay a license fee on the principles and in the amounts specified in the Panel.

§6 Exclusion of liability

1. The Operator is not liable for any possible costs or damages incurred by the Affiliate in connection with the performance of their obligations under the Agreement, with the exception of damages caused to the Affiliate due to the exclusive fault of the Operator. The Operator shall in no event be liable for lost profits and damage caused unintentionally to the Affiliate.
2. The Operator is not liable for any defects in the operation of the Panel or the website of the Operator, interruption of access to the Panel, breach or loss of data, flaws in the security system, viruses or other harmful software components, or for any damage in the Service, Affiliate's Software and/or on Affiliate's website caused by viruses or software components. The Operator is not liable for any errors in the use of the Codes on the Affiliate's website.
3. The Operator is not responsible if the Advertisers do not meet their obligations under any agreements concluded directly between the Affiliates and the Advertisers outside of the Panel.
4. The Operator is not liable for the compliance of the Affiliate Programme with the law in force 111 countries other than the country of registration of the Operator. The Affiliate is solely responsible for the compliance of use of the Affiliate Programme in accordance with the law if the Affiliate registers in the Panel from a country other than the country of registration of the Operator.

§7 Indemnification against claims

1. The Advertiser agrees to indemnify the Operator and the Affiliate against any claims for damages or other demands made against the Operator or the Affiliate (hereinafter: "Claims" or "Demands") resulting from the responsibility of the Advertiser for the Product, i.e. for instance for lawful Product launch and for Advertising Materials made available in the Panel or otherwise provided to the Affiliate, subject to section
2. If Claims are made against the Operator or the Affiliate, the Advertiser undertakes to cover the full amount of any and all damages and any and all costs incurred, including legal costs, by the Operator or the Affiliate.
3. The Affiliate agrees to pay the full amount of any and all damages and any and all costs incurred, including legal costs, by the Operator or the Advertiser and resulting from generating Actions by the Affiliate, including:
 - a) the use of the Affiliate Programme or the Panel by the Affiliate in a way that is incompatible with the provisions or the Agreement, improper or negligent;
 - b) technical problems or data loss caused by the Affiliate in the Panel or on the websites of the Operator or the Affiliate, if the Affiliate uses its own websites;
 - c) any other activities or lack of action of the Affiliate related to generating Actions.



§8 Term of the Agreement

1. The Agreement shall enter into force once the approval is granted of a candidate for an Affiliate as an Affiliate by the Operator and the Advertiser, and shall remain in force until terminated by either Party or by both Parties acting jointly.
2. The Affiliate can terminate the Agreement immediately, without notice, at any time. The Affiliate must cease the Actions and stop using the Affiliate Programme immediately upon Agreement termination.
3. The Operator, at its sole discretion, may terminate the Agreement immediately, without notice period, at any time. In particular, the Operator has the right to terminate the Agreement, in the event that:
 - a) The Affiliate does not comply with generally applicable law or laws, or in any way violates any provision of the Agreement;
 - b) The Affiliate generates or tries to generate BOT Traffic or any form of Artificial Traffic or acts dishonestly or unlawfully in any other way;
 - c) The Affiliate does not generate Actions for a period of three (3) consecutive months;
 - d) If the Advertiser or another Affiliate make a justified request to the Operator for the termination of the Agreement with the Affiliate.
4. Upon the termination of the Agreement, the Affiliate must immediately cease generating any Actions.
5. The Operator shall immediately notify the Affiliate of the termination of the Agreement by e-mail, and the Affiliate shall immediately cease advertising Products of the Advertisers.
6. Upon the termination of the Agreement, the Affiliate Account is terminated.
7. The Agreement shall be terminated immediately after termination notice is delivered. After the termination of the Agreement, the Affiliate is not entitled to any remuneration for the Actions. The termination notice can be delivered electronically to the other Party.

§9 Data processing

1. By entering in to the Agreement, the Affiliate freely consents to the publication of their business name or first and last name in the Panel. The Affiliate also freely consents to the processing by the Operator of the information provided to the Operator by the Affiliate for marketing purposes for which the Affiliate has obtained lawfully. Affiliate is responsible for the lawfully collection, storage and processing of its data that it may collect in the course of its own affiliate operations.
2. The Affiliate consents to Advertising Materials and information about the Programme being sent to the e-mail address of the Affiliate by the Operator as well as to the processing by the Operator of any other information provided by the Affiliate in order to implement the Affiliate Programme.

§10 Intellectual property rights

1. The Operator is the owner of the names, logos and other marketing signs, including trademarks, used to refer to the Panel and the Affiliate Programme.
2. Under the Agreement, the Affiliate shall not acquire any rights referred to in section 1 above or licenses to these rights, except for the right to the license to use Advertising Materials in accordance with §3.5.
3. The Operator is a licensee of the Panel. If the Affiliate runs a Sub-programme, the Operator will provide the Affiliate with a sublicense to use the Panel.
4. In addition to the sub-license referred to in section 3, the Affiliate has the right to use their own names, logos and other marketing signs, including trademarks, to refer to the Panel and the Affiliate Programme conducted by the Affiliate (Sub-programme).

§11 Assignment of rights under the Agreement

1. The Affiliate is prohibited to assign their rights or obligations under the Agreement in whole or in part to a third party without the prior consent of the Operator expressed in writing.
2. The Affiliate agrees that the Operator may transfer Operator's rights and obligations under the Agreement to any third party (natural or legal person) and disclose and provide information about the Affiliate's website, e-mail address, etc. to any third party in connection with the transfer of rights and obligations under the Agreement.

§12 Final Provisions

1. The Parties agree that if it is found that any of the provisions of the Agreement is ineffective under law, it shall not affect the validity of the remaining provisions thereof, unless on the basis of the given circumstances it is evident that without the provisions which were deemed ineffective, the Agreement would not have been concluded.
2. In the event that any provision of the Agreement is ineffective under the law, the Parties undertake to immediately amend the Agreement, by introducing alternative provisions whose objective is equivalent or as close as possible to the objective of the provisions which were deemed ineffective.
3. If it is found that any of the provisions of the Agreement is ineffective under the law and the circumstances clearly indicate that without the provisions that have been deemed ineffective the Agreement would not have been concluded, the Parties undertake to immediately enter into negotiations aimed at concluding a new agreement, whose objective will be equivalent to or as close as possible to the purpose of the Agreement. In order to start the negotiations, one of the Parties must send a written notice to the other Party (Alternative Dispute Resolution - ADR notice) with a request to start negotiations no later than within 14 days of receiving the ADR notice (ADR sent in the form of an e-mail is sufficient). At the request of one of the Parties, the Parties may conduct negotiations with the

use of means of distance communication, without the simultaneous physical presence of the Parties (e.g. in the form of a teleconference). Until the negotiations referred to in the preceding sentence are concluded and an agreement is reached, the Parties undertake to fulfil the obligations specified in the Agreement to the extent to which this is not contrary to the mandatory provisions of the law and the legitimate interests of the Parties. In the event of a dispute as to which the Parties are unable to reach an agreement within 90 days of its beginning (i.e. of sending ADR notice in the form of an e-mail to the other Party), each Party shall have the right to refer the issue to a court in the jurisdiction of the Operator, demanding recognition of a dispute.

4. Any amendments to this Agreement as a result of the circumstances referred to in sections 2 and 3 above shall be made in the same form as the conclusion of the Agreement.
5. Apart from a possibility of making amendments to the Agreement, the Operator reserves the right to modify, improve, amend or terminate the Agreement in all circumstances. The Affiliate shall be informed of any changes of this kind via e-mail.
6. If the Affiliate does not accept the amendments to the Agreement made by the Operator in accordance with paragraph 5 above, the Affiliate is obliged to inform the Operator of this fact not later than within seven (7) calendar days of receiving a notification of the changes. In this case the Agreement is terminated and the Affiliate is obliged to immediately stop using the Affiliate Programme and stop advertising Products under the Programme.
7. The provisions of these Terms and Conditions do not constitute and shall not be treated as provisions of establishing a company, partnership or a legal employment relationship between the Operator and the Affiliate.
8. The Agreement shall be governed by the laws of the jurisdiction of the Operator. Any dispute arising out of the Agreement shall be considered by a court of law competent for entities based in the jurisdiction of the Operator.
9. Appendix I to these Terms and Conditions, entitled Statement of Confidentiality, is an integral part of the Agreement.
10. These Terms and Conditions, which become an Agreement between the Operator and the Affiliate after being accepted by the Affiliate and after the Affiliate is approved by the Operator and the Advertiser, are published on the website of the Operator.

Appendix 1 - Statement of Confidentiality

This Statement of Confidentiality (hereinafter referred to as the "Statement") shall be considered an integral part of AFFILIATE PROGRAMME TERMS AND CONDITIONS FOR AFFILIATES and the Agreement between the Operator and the Affiliate, jointly hereinafter referred to as the "Parties", and each of them as a "Party". Unless stated otherwise in this Statement, words and expressions shall have the same meanings as are respectively assigned to them the AFFILIATE PROGRAMME TERMS AND CONDITIONS FOR AFFILIATES.

The purpose of this Statement is to set forth principles and rules of exchange and sharing of information concerning the Parties referred to as Confidential Information, which shall be disclosed by the Parties in connection with the Agreement.

§1 Definitions

For the purposes of this Statement the following definitions shall be used:

- **"Confidential Information"** all information or/and documents of commercial value, especially information, technological, organizational, financial and all data shared by and exchanged between the Parties, including companies, know-how, procedures, markets, customers and end users, products, strategy, property, liabilities, prices, profits, employees, agents and distributors, and other information without limitation disclosed or submitted, whether orally, in writing, via e-mail or via other media and devices, concerning any of the Parties or the Advertisers; the disclosure of which might expose the Operator or the Advertisers to harm or damage.
- **"Third Party"** - any natural person, legal person, corporate body, non-corporate body or any other entity, not being a Party to the Statement nor a Representative of any of the Parties nor an Advertiser.
- **"Representative"** - with regard to each Party - a management member of the Party to the Statement (whether of the Board of Directors, the Supervisory Board, the Audit Commission or Officer) as well as an employee or adviser, including legal and financial advisers whose scope of activity is or will be concerned with the cooperation with the other Party.

§2 Confidentiality

1. The Affiliate acknowledges that an unauthorized disclosure of Confidential Information violating the provisions of this Statement could cause substantial damage to the Operator's and Advertisers' interests and business activities. Affiliate agrees to maintain in confidence and not to disclose the Confidential Information for the whole duration of the term of this Statement, Agreement and after their termination, and agrees:
 - a) not to disclose the Confidential Information to any Third Party;
 - b) not to use the Confidential Information, indirect or indirect manner, for purposes other than those strictly connected with the scope of the planned Parties' cooperation or with its performance;
2. The above provisions are effective, unless:
 - a) disclosure is required by binding law and non-disclosure could expose the Affiliate bound by confidentiality to criminal or administrative responsibility or,
 - b) disclosure is required or indispensable to protect the Party's interests in judicial or administrative proceedings, in such case provided that the Affiliate - immediately after being informed on a possible duty or need for disclosure and as far as it will be possible prior to such disclosure - take all reasonable steps to promptly and sufficiently notify each other thereof.

3. The information submitted, shared or exchanged by the Parties constitutes Confidential Information, except for information already known or within the public domain prior to the time of the disclosure by the Affiliate and the Affiliate or his Representatives are not responsible for such disclosure.

§3 Handling of Confidential Information

1. Affiliate undertakes to keep the same standard of care in protecting such other Party's Confidential Information as the Affiliate normally employs to preserve and safeguard his/her own Confidential Information. Thus, the Affiliate guarantees a due protection against unauthorized disclosure, copying or usage of Confidential Information.
2. Confidential Information authorized disclosure shall be limited to those Representatives of the Affiliate, having an indispensable need to know it in order to carry out cooperation. All Confidential Information and any and all copies thereof shall be returned to the Operator immediately upon receipt of a written request.
3. In the event of entrusting the other Party with the processing of any personal data pursuant to applicable laws, the receiving Party agrees to process the received personal data only within the scope required to perform this Statement and agrees to comply with the provisions of the applicable laws, in particular such Party is obliged to:
 - a) safeguard all entrusted personal data,
 - b) process the personal data in accordance with the applicable laws and protect them against disclosure during the whole time of the Statement being in force and after its termination.

§4 Responsibility

1. The Affiliate is fully liable for damages to the other Operator and the Advertiser for any harm or damage caused to any of them due to violation of the terms of this Statement, including for any harm or damage caused by the his or her Representatives.
2. The Affiliate shall pay to the Operator a contractual penalty for breaching his obligations specified in this Statement of Confidentiality in the amount of EUR 25 000,00 (twenty five thousand euro) for each and every case of such breach. The Operator is also entitled to demand costs, including legal fees, and compensation - especially, but not limited to damages - in excess of the stipulated contractual penalty.

§5 Final Provisions

1. The Statement constitutes an obligation for an indefinite period of time.
2. Upon a request by Operator, the Affiliate shall, within three (3) calendar days of its receipt, return all documents and data containing Confidential Information and delete them from any computer and computer-readable media and destroy collectively all data carriers; destruction protocol shall be handed over to the other Party.
3. This Statement constitutes an integral part of the Agreement.