

## Terms & Conditions of *indaHash* Deal service for Advertisers, as of September 2018 (*indaHash* Deal T&C)

BY USING *indaHash* Deal, YOU, AS THE ADVERTISER, AGREE TO BE BOUND BY THESE T&C.

THE ADVERTISER REPRESENTS AND WARRANTS THAT THE PERSON ACTING FOR AND ON BEHALF OF THE ADVERTISER, WHO USES *indaHash* DEAL AND AGREES TO T&C, IS DULY EMPOWERED TO REPRESENT THE ADVERTISER AND ENTER INTO A BINDING AGREEMENT ON BEHALF THEREOF.

IDH PROVIDES *indaHash* DEAL SOFTWARE, A COMMUNICATION PLATFORM BETWEEN THE ADVERTISER AND PUBLISHERS. IDH HOLDS NO LIABILITY FOR LEGAL COMPLIANCE OF CAMPAIGN, ACTS AND OMISSIONS OF PUBLISHERS, CONTENT WHICH PUBLISHER(S) PUBLISH AS AN EXECUTION OF THE CAMPAIGN.

### 1. DEFINITIONS

For the purposes of these *indaHash* Deal T&C the following words, terms and expressions shall have the following meaning, save where the context explicitly requires otherwise:

- 1.1. **Active Deal Campaign** - Deal Campaign that is visible to Publishers using the APP.
- 1.2. **Advertiser** or **you** – a party, contracting with IDH in scope of *indaHash* Deal, an entrepreneur in understanding of applicable legal provisions, business owner or its agent.
- 1.3. **APP** - mobile software application available for iOS / Android operating systems called *indaHash*, originally developed and provided by IDH, protected by IP rights, enabling the Publishers to take part in the Deal Campaigns.
- 1.4. **Billing Period** - the term starting on the day of first payment, lasting 30 days, and every subsequent 30-days-period, until the last day of Agreement's term. With lapse of 30 days one Billing Period ends and a new one starts.
- 1.5. **Deal Campaign** - promotional activity for products and / or services, executed with engagement of Publishers, in social media, unless agreed otherwise.
- 1.6. **Disclosure** - process of revealing data of Publisher (including contact data) who made submission to participate in particular Deal Campaign.
- 1.7. **Freemium** - status of the account at *indaHash* Deal (**Deal Account**) that may be granted by IDH, allowing new users of *indaHash* Deal to try it out, under conditions foreseen in these *indaHash* Deal T&C.
- 1.8. **IDH** or **IDH MEDIA** – IDH Media Limited, a company incorporated under laws of Ireland, with its registered office at 22 Northumberland Road, Ballsbridge, Dublin 4, Ireland, entered into the Registrar of Companies under the company number 563441, VAT EU: IE 3376160 DH, or its relevant affiliates from the IDH Media capital group.

- 1.9. **indaHash Deal** - mobile / desktop software application through which Advertiser receives opportunity to arrange Deal Campaign.
- 1.10. **Material** - any material published, submitted for publication to or by the Advertiser (respectively by or to the Publisher) or delivered otherwise in relation to Deal Campaign (e.g. taken during an event), including texts, photos, video or audio clips, any combination thereof or other publications.
- 1.11. **Plan** - set of terms (including number of available submissions, number of available simultaneously Active Deal Campaigns, cost) under which Deal Account is activated.
- 1.12. **Publisher** - an approved user of relevant social media channel, who declares meeting all criteria set out in terms & conditions thereof, T&C for Publishers and has successfully registered within the APP.
- 1.13. **Submission** - Publisher's declaration of willingness to participate in Deal Campaign.
- 1.14. **T&C for Publishers** - the current version of IDH terms of service for Publishers, along with the attachments thereto, available through the APP and on [https://indahash.com/page/terms\\_publishers](https://indahash.com/page/terms_publishers).

## 2. GENERAL PROVISIONS

- 2.1. *indaHash Deal* is intended to be used by entrepreneurs (business owners) to promote and support sale of their products and / or services within social media.
- 2.2. IDH provides its service by making available *indaHash Deal* - communication platform and technology enabling the Advertisers to arrange Deal Campaigns. IDH has no liability, nor does it interfere, in any way, in relation between the Advertiser and Publisher(s), nor execution of Deal Campaigns, being solely responsible for its own service only.
- 2.3. In order to use *indaHash Deal*, Advertiser must:
  - 2.3.1. set up Deal Account,
  - 2.3.2. follow the rules of these *indaHash Deal* T&C.
- 2.4. Access to *indaHash Deal* and set up of Deal Account is free. Full functionality of *indaHash Deal*, including access to Publisher data and Deal Campaign activation and execution, is made available to Advertiser once Advertiser selects Plan and pays for it in full, in accordance with the rules set forth in [payment section](#) of these *indaHash Deal* T&C, unless Advertiser has been granted Freemium status to its Deal Account.
- 2.5. *indaHash Deal* features and functionalities are subject to constant development. Availability of data, layout and operation are subject to changes at IDH sole discretion and do not constitute an amendment of these *indaHash Deal* T&C.

### **3. ADVERTISER'S OBLIGATIONS**

- 3.1. By set up of Deal Account and / or by using *indaHash* Deal for the first time, Advertiser confirms unconditional acceptance of these *indaHash* Deal T&C.
- 3.2. Advertiser shall operate in accordance with applicable legal provisions, follow applicable rules of social media channel, within which Deal Campaign is to be executed and good market practice.
- 3.3. Advertiser ensures that all products and / or services promoted through Deal Campaigns are of good quality, reliable, and promotion thereof does not affect IDH, *indaHash* Deal or engaged Publisher's good reputation. Advertiser ensures that its sale point (e.g. e-commerce platform) dealing with such products and / or services is compliant with all relevant and applicable laws, including consumer protection rights, liability for product and Regulation 2016/679 (GDPR).
- 3.4. When promoting brands or by using any intellectual property rights of any third party, Advertiser is fully liable to obtain any necessary consents or licences. Advertiser shall indemnify both IDH and Publisher engaged to Deal Campaign for any and all consequences of breach of such obligation and / or breach of any third party rights related to Deal Campaign.
- 3.5. The Advertiser grants a non-exclusive, royalty-free, worldwide licence for 10 years to use its name, its logo and / or any other IP rights related to its visual identification to IDH and its affiliates, as well as to the Publishers, within the scope of execution of Deal Campaign. If the Advertiser is not the owner of brand promoted through Deal Campaign, it declares its full empowerment to grant and grants a non-exclusive, royalty-free, worldwide licence for 10 years to use such brand any other IP rights related to it, that would be involved in Deal Campaign, to IDH and its affiliates, as well as to the Publishers, within the scope of execution of Deal Campaign, for elaboration of IDH own promotional materials referring to the Campaign such as: case study, report, article, including publication on IDH website or social media account, as well as for any marketing and other purposes. The Advertiser guarantees that use of logo and / or any other IP rights related to visual identification involved in Deal Campaign does not infringe any third party rights.

### **4. DEAL ACCOUNT**

- 4.1. Deal Account may be set up and used by adults only, entrepreneurs in understanding of applicable legal provisions. Set up of Deal Account and provision of all complete, correct, true and legitimate data lies within Advertiser's sole responsibility.
- 4.2. The Advertiser undertakes to provide and keep up to date, current, and complete information included in Deal Account (e.g. company name, address, tax identification number).
- 4.3. The Advertiser is responsible for keeping the password to Deal Account confidential. The Advertiser will notify IDH immediately of any unauthorized access or use of its Deal Account as well as in case of suspicion thereof, and will cooperate with IDH in order to stop it and avoid future occurrence of such events. In such case Deal Account may be immediately suspended or deactivated. The Advertiser is liable for

any consequences of unauthorized access to the Deal Account, in particular for any activities within *indaHash* Deal, such as but not limited to upgrade of Plan or acceptance of proposed Publishers, provided that such unauthorized access was not due to sole fault of IDH.

- 4.4. IDH protects data submitted through *indaHash* Deal by implementing relevant security procedures. IDH reserves the right to enhance, amend and update its security procedures. Notwithstanding this, the Advertiser should be aware that there are certain risks associated with internet communications. The Advertiser acknowledges that the internet is a media over which IDH has no control. IDH expressly disclaims, in so far as legally permissible, responsibility for any interception of any communications and data or consequent loss or damage suffered by the Advertiser arising out of the loss or delay of Advertiser's communications and data over the internet.
- 4.5. IDH reserves right to deactivate Deal Account, at its sole discretion, in particular, in case of:
  - 4.5.1. Submitting by Advertiser of false and / or illegal data;
  - 4.5.2. Activity of Advertiser of unlawful nature;
  - 4.5.3. Activity of Advertiser violating good market practices;
  - 4.5.4. Activity of Advertiser affecting IDH reputation;
  - 4.5.5. Breaching these *indaHash* Deal T&C by Advertiser in any other way.
- 4.6. Deactivation of Deal Account midst Billing Period, due to Advertiser's fault or due to other reasons attributable to Advertiser, does not entitle to any reimbursement for the period remaining until the end of Billing Period, nor for the Submissions voided along with Deal Account deactivation.

## **5. DEAL CAMPAIGN**

- 5.1. Through Deal Campaigns Advertiser may promote products and / or services.
- 5.2. Within Deal Campaign Advertiser:
  - 5.2.1. Creates Deal Campaign and sets up all necessary parameters thereof, including: (i) product and / or service to be promoted, (ii) discount rate, (iii) instructions to Publisher taking part in Deal Campaign such as task or any indications toward the Material to be created;
  - 5.2.2. Receives information about number of Submissions made by Publishers to take part in particular Deal Campaign;
  - 5.2.3. May request particular number of Disclosures, in accordance with Disclosure available according to its Plan;

- 5.2.4. Receives contact information of Publishers who made Submission and selects whom of those Publisher it wishes to engage;
  - 5.2.5. Notifies the engaged Publishers of discount code;
  - 5.2.6. Rates the Publishers, who took part in Deal Campaign, if such feature is made available to them by IDH;
  - 5.2.7. Manages and overviews Deal Campaign through any other feature or tool made available to it at *indaHash* Deal.
- 5.3. Advertiser creates Deal Campaign on its own, using *indaHash* Deal and its functionalities. Advertiser is solely responsible for providing all necessary details and setting all required Deal Campaign's parameters, depending on which Publisher may be encouraged to take part in Deal Campaign and / or which execution of Deal Campaign by Publishers would be feasible. In particular, Advertiser is fully liable for:
- 5.3.1. Creating a task and call to action for Publishers, encouraging them to participate in Deal Campaign;
  - 5.3.2. Selection of Publishers' accounts who, potentially, may take part in Deal Campaign;
  - 5.3.3. Enabling to Publishers purchase or collection of product(s) and / or service(s) with posted discount, in particular arrangement of effective product shipment and / or collection;
  - 5.3.4. Effective application of discount within Advertiser's sale system. Application of discount through discount code generation can be aided by *indaHash* Deal (system may generate such discount code). In such case *indaHash* Deal code must be applied to the purchase made by Publishers, selected by Advertiser for Deal Campaign participation;
  - 5.3.5. Providing to Publishers all data required by applicable legal rules, in particular: (i) initial cost of product and / or service, (ii) applied discount and (iii) actual cost of product and / or service after discount; (iv) shipping or collection cost.
- 5.4. Activation of Deal Campaign is subject to moderation. It is within IDH's sole discretion to reject activation of Deal Campaign or subject Deal Campaign activation to fulfilment of request to change of any provided data, parameters or other conditions. At the same time IDH renounces any liability for any data provided by Advertiser.
- 5.5. IDH may moderate content provided by Advertiser in order to correct or remove any misspellings, grammar or similar errors, or to bring such content into full conformity with this *indaHash* Deal T&C.
- 5.6. For successfully activated Deal Campaign, *indaHash* Deal system generates a list of Submissions made by Publishers. IDH does not guarantee that any Submissions will be made and Advertiser cannot raise any claims against IDH if the number or type of Submissions do not fulfill Advertiser's expectations. Advertiser may request at most such number of Disclosures of Submissions as provided in his Plan during given

Billing Period. If the number of Submissions made for particular Deal Campaign is lower than number of still available Submissions, Advertiser may use remaining Disclosures in other Active Campaigns, in accordance with his Plan, until the end of Billing Period.

- 5.7. For participation in Deal Campaign Publishers receive benefit in form of discounts, granted by Advertiser, for products and / or services being promoted through the Deal Campaign. Advertiser is solely liable for quality thereof, according to the general, applicable legal provisions.

## **6. LICENCE TO MATERIAL**

- 6.1. To Material that was delivered by Publisher as participation at Deal Campaign (posted, sent by e-mail or delivered by other means, as individually agreed with Advertiser), Advertiser is granted a licence to use Material ("Licence") in accordance with the rules stipulated T&C for Publishers, in any case within following scope: non revocable, worldwide licence for 10 years to use the Material in digital version, for digital purposes and digital use in the following scopes:
  - 6.1.1. processing, recording, reproduction by any technique, including printing, reprographic techniques, recording of audio and/or vision, magnetic recording, electronic media, storage on mobile devices;
  - 6.1.2. incorporation of Material or part of it to other creative works of any type, including different from the original Material;
  - 6.1.3. sharing via computer and mobile networks, including the Internet and other networks;
  - 6.1.4. use for marketing purposes of any nature (including marketing campaigns, using on platforms/services, landings etc.), use in business or non-economic in nature also as a brand of the company, trademark or other distinctive symbol of the company or a product or service without any restrictions;
  - 6.1.5. public performance, display, playing, broadcasting and re-broadcasting, as well as public share of Material in such a way that everyone can have access to it at a place and time individually chosen by them;
  - 6.1.6. displaying, as well as broadcasting, wired or wireless, of sound or vision via a ground station or satellite;
  - 6.1.7. exercising and allowing for the exercise by third parties of creative developments of Material, including alterations and adaptations, adding different elements, updating, modification of any kind;
  - 6.1.8. use of the creative developments as whole or in parts, connecting with other works.
- 6.2. If the Advertiser wishes to receive a licence to the Material within a different scope than described in preceding point, which in particular may include use of the Material for an outdoor or television broadcast advertisement purposes, a separate explicit agreement between the Advertiser and Publisher is required.

## **7. PLANS AND SUBSCRIPTION**

- 7.1. Functions and options available to Advertiser within *indaHash* Deal depend on the activated Plan. For each Plan there's available:

- 7.1.1. Number of Disclosures of Submissions available to be used throughout multiple Deal Campaigns,
- 7.1.2. Number of Active Deal Campaign to exist simultaneously,
- 7.1.3. Regular fee (paid upfront, for each Billing Period individually) and bundle fee (paid upfront, for 12 consecutive Billing Periods).
- 7.2. IDH reserves right to modify offered Plans at its sole discretion. Modification of fees, both regular and bundle, available Disclosures and Active Deal Campaigns to exist simultaneously for each type of Plan does not constitute amendment of these *indaHash* Deal T&C.
- 7.3. Disclosures of Submissions are available during one Billing Period only, and are not transferable to the next Billing Period.
- 7.4. Advertiser may upgrade its Plan, provided it pays on individual Billing Period basis. There is no possibility to change Plan, if Advertiser pays on 12 Billing Period basis, during lapse thereof.
- 7.5. In order to allow new Advertisers experience *indaHash* Deal and try out its functionalities, IDH may grant to Advertiser Freemium status of its Deal Account for limited period (14 days, unless communicated by IDH otherwise). Within such Freemium Deal Account Advertiser receives limited number of Disclosures of Submissions available to be used in single Deal Campaign, in single launch, and limited number of Active Deal Campaign that may exist simultaneously.
- 7.6. By selecting a particular Plan Advertiser undertakes to follow its conditions, in particular subscribe to *indaHash* Deal and enable subscription payment.

## **8. PAYMENT TO IDH**

- 8.1. Access to *indaHash* Deal functionality allowing for Deal Campaign management, in particular Disclosures of Publishers' data, who made the Submissions, is payable (except when Deal Account has Freemium status).
- 8.2. Payment does not refer to, nor does IDH guarantee:
  - 8.2.1. Successful engagement of Publishers;
  - 8.2.2. Successful delivery of Material;
  - 8.2.3. Quality of Material;
  - 8.2.4. Successful Material publication (**Post**) and Post's performance;
  - 8.2.5. Any particular, intended by Advertiser, effects of Deal Campaign.
- 8.3. Payment is processed through *indaHash* Deal payment system, by charge of a credit card or by other means of payment, if such would be made available in *indaHash* Deal payment system. Failure to process the payment throughout 3 days in row,

results in deactivation of Deal Account.

- 8.4. Payment is based on subscription model, in accordance with selected Plan's terms, for 30-day or annually, as per Advertiser's choice, in advance.
  - 8.4.1. In individual Billing Period payment mode Advertiser's credit card is debited in accordance with Billing Period, every 30 days as of the day of first payment, upfront.
  - 8.4.2. In 12 Billing Periods payment mode Advertiser's credit card is debited once, upfront, for all subsequent Billing Periods until lapse 12 thereof.
  - 8.4.3. When selecting model of payment described in 8.4.2., Advertiser is entitled to resign of it within 7 days as of the day of payment. In case of resignation, Advertiser will be charged with payment for one Billing Period only, according to regular fee for selected Plan, and any additional, already charged means shall be reimbursed to it without undue delay. Deal Account shall remain active under selected Plan for the remaining time until lapse of 30 days Billing Period.
- 8.5. As a confirmation of payment for subscribed Plan, Advertiser receives an electronic receipt. Advertiser may request an electronic invoice, on condition it has provided all data required for invoicing. Advertiser hereby confirms acceptance of electronic form of invoices.

## 9. RATING SYSTEM

- 9.1. Within *indaHash* Deal IDH may make available rating system (**Deal Rating**). Within Deal Rating:
  - 9.1.1. Advertisers may be able to rate Publishers, who took part in their Deal Campaign(s), and
  - 9.1.2. Publishers may be able to rate Advertisers, whose Deal Campaigns Publishers took part at.
- 9.2. Deal Ratings shall be independent and objective evaluations given anonymously. IDH is by no means responsible for any given or summarized Deal Ratings.
- 9.3. Received Deal Ratings may affect effectiveness of Deal Campaigns.

## 10. MISCELLANEOUS

- 10.1. IDH acts in compliance with all obligatory law provisions.
- 10.2. IDH follows the provisions of Regulation (EU) 2016/679 (GDPR). All data provided through *indaHash* Deal are processed in compliance with applicable legal provisions, in particular Directive 2000/31/WE and personal data with provision of Regulation 2016/679 (GDPR).



- 10.2.1. IDH has appointed Data Protection Officer (**DPO**) assigned to supervise any personal data flow process. DPO may be contacted via e-mail at [dpo@indahash.com](mailto:dpo@indahash.com).
- 10.2.2. By accepting these *indaHash* Deal T&C, the Advertiser and IDH enter into a binding data processing agreement related to processing of Publisher's data in the scope necessary to execute the Agreement by IDH, constituting attachment no. 1 hereto (**DPA**), unless explicitly agreed otherwise. Advertiser is data controller and IDH is data processor, and processes such data according to the privacy policy available at: <https://indahash.com/page/privacy>. For administration as well as for transfer of such data the Advertiser shall abide applicable legal provisions, conclude appropriate agreements and arrange appropriate consents.
- 10.2.3. IDH is data controller for any personal data provided by the Advertiser (including data of Advertiser itself, its employees, subcontractors etc.), and processes such data according to the privacy policy, constituting attachment no. 3 hereto.
- 10.3. IDH is not liable for any consequences of force majeure, such as war, any natural disaster, riots, strikes, prolonged shortage of energy supply etc.
- 10.4. IDH reserves the right to amend these *indaHash* Deal T&C at its sole discretion. Any amendments shall be announced by publishing new updated version of these *indaHash* Deal T&C within *indaHash* Deal, or by otherwise making it available to the Advertiser.
- 10.5. Omitting, falling or waiving to exercise any right derived from *indaHash* Deal T&C does not constitute waiver for any proceeding or subsequent event, nor shall any waiver constitute a continuing waiver.
- 10.6. Wherever appropriate, a singular term shall be construed to mean the plural where necessary, and a plural term the singular.
- 10.7. The Agreement shall be governed:
  - 10.7.1. within the scope of any monetary claims arising from the Agreement - by the laws of Poland;
  - 10.7.2. any other legal matter arising from or in connection with the Agreement shall be governed and interpreted under the laws of Ireland.
- 10.8. The Advertiser and IDH hereby submit:
  - 10.8.1. within the scope of any monetary claims arising from the Agreement - to jurisdiction of the courts of Poland;
  - 10.8.2. all other disputes arising under or in connection with the Agreement shall be subjected exclusively to the Irish courts.

## AGREEMENT ON ENTRUSTMENT OF PERSONAL DATA PROCESSING

**Unless explicitly agreed otherwise, this Agreement is deemed concluded not later than at the moment of filing by the Advertiser an IO (*insertion order*) for a Campaign to be executed based on *indaHash* service.**

by and between:

“**IDH**”: IDH Media Limited a company incorporated under laws of Ireland, with its registered office at 22 Northumberland Road, Ballsbridge, Dublin 4, D04 ED73, Ireland, entered into the Registrar of Companies under the company number 563441, VAT EU: IE 3376160DH (also referred to as the “**Processor**”);

and

“**ADVERTISER**”: you, a party contracting with IDH in scope of ordering and developing Campaigns to be executed based on *indaHash* service, being a direct client or advertising agency or any other entity entering into the business relationship in the abovementioned scope;

hereinafter be referred to as a ‘**Party**’ or collectively as the ‘**Parties**’.

### 1. DEFINITIONS

For the purposes of this agreement, the Advertiser and the Processor agree that the terms listed below shall be given the following meaning:

- 1) **Personal Data** – the data within the meaning of Article 4 subparagraph (1) of Regulation 2016/679, i.e. any information relating to an identified or identifiable natural person;
- 2) **Processing of Personal Data** – any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction within the meaning of Article 4 subparagraph (2) of Regulation 2016/679;
- 3) **Agreement** – this agreement;
- 4) **Master Agreement** – jointly, if applicable, *indaHash* T&C for Advertisers, a general cooperation (or other) agreement (if any), and an IO (*insertion order*) for *indaHash* Campaign submitted by the Advertiser, governing relationship between the Parties in scope of *indaHash* Campaigns in relation to which IDH processes Personal Data entrusted by the Advertiser.
- 5) **Regulation 2016/679** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, 4.5.2016, p. 1).
- 6) **Rules** - all rules delivered to IDH in writing (otherwise being null and void) which the Advertiser undertook to comply with towards any third parties, including rules set out by controllers of Personal Data, which the Advertiser sub-entrusts to IDH.

### 2. REPRESENTATIONS BY THE PARTIES

The Parties represent as follows:

- 1) The Parties represent that this Agreement has been concluded for the purpose of the discharge of the obligations referred to in Article 28 of Regulation 2016/679 in relation to the Master Agreement;
- 2) The Agreement shall apply to all cases of entrusting of Personal Data processing by the Advertiser to IDH in relation to the Master Agreement, including all IOs (*insertions orders*) pending as at or delivered as of May 25, 2018;
- 3) The Advertiser is either :
  - a) a controller of Personal Data within the meaning of Article 4 subparagraph (7) of Regulation 2016/679 or
  - b) a processor of Personal Data within the meaning of Article 4 subparagraph (8) of Regulation 2016/679.

If the Advertiser is acting as a processor, the Advertiser shall ensure that:

- a) all the necessary authorisation to enter into this Agreement has been obtained from the controller,
  - b) any instructions received by IDH from the Advertiser are fully consistent with controller's instructions.
- 4) IDH acts as the processor of Personal Data entrusted by the Advertiser within the meaning of Article 4 subparagraph (8) of Regulation 2016/679, which means that IDH is to process Personal Data on behalf of the Advertiser.

### **3. SUBJECT-MATTER AND DURATION OF THE PROCESSING**

- 3.1. The Advertiser entrusts Personal Data to the Processor for processing, and the Processor undertakes to process the same in compliance with the law and provisions of this Agreement.
- 3.2. This Agreement is made for the duration of the term of the Master Agreement and of the performance of all obligations arising hereunder.

### **4. PURPOSE AND BASIC RULES OF THE PROCESSING**

- 4.1. The Processor may process Personal Data exclusively within the scope and for the purpose envisaged herein. The purpose of entrusting the processing of Personal Data is execution of Campaign covered by IO (*insertion order*) and other services that may be required based on the Master Agreement. The nature of the entrusted processing of Personal Data are the operations or sets of operations, including collecting, storage, granting access to, transfer of Personal Data.
- 4.2. Data subjects of Personal Data processed based on this Agreement are actual and potential users of *indaHash* app that may be willing to participate or otherwise fulfill conditions set forth for expected participants of *indaHash* Campaigns ordered with IDH by the Advertiser. The type of Personal Data processed under this Agreement include above all name, surname, social media profile(s) nickname, address, e-mail and do not fall into the special categories of personal data referred to in Article 9 subparagraph (1) of Regulation 2016/679.
- 4.3. The Processor shall process Personal Data only on documented instructions from the controller or from the Advertiser acting on behalf of the controller, provided that this Agreement constitutes a documented instruction to process Personal Data within the scope and for the purpose necessary to perform Master Agreement by IDH, while other documented instructions shall be deemed to be the instructions transmitted by electronic means to relevant contact person's email @indahash.com, or in writing.

- 4.4. When processing Personal Data, the Processor shall comply with the rules designated in this Agreement and in Regulation 2016/679.

## **5. DETAILED RULES OF ENTRUSTING THE PROCESSING**

- 5.1. Prior to commencing the Processing of Personal Data, the Processor must take the measures securing Personal Data referred to in Article 32 of GDPR, and in particular:
- a) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the breach of rights or freedoms of natural persons, the Processor shall implement technical and organisational measures that guarantee the protection of the processed Personal Data to ensure a level of security appropriate to the risk. The Processor shall appropriately document the implementation of these measures, and also keep those measures up to date in consultation with the Advertiser;
  - b) ensure that any natural person acting under the authority of the Processor who has access to Personal Data does not process them otherwise than based on instructions from the Advertiser for the purposes and within the scope provided for in the Agreement;
  - c) maintain a record of all categories of processing activities carried out on behalf of the Advertiser, as referred to in Article 30 subparagraph (2) of Regulation 2016/679.
- 5.2. The Processor shall ensure that the individuals having access to the Processing of Personal Data keep secret Personal Data and methods of securing Personal Data, with the confidentiality obligation surviving the end of the performance of the Agreement and termination of the employment with the Processor. For that purpose, only persons who have signed an agreement to keep secret personal data and methods of securing personal data shall be allowed by the Processor to process the data.

## **6. FURTHER OBLIGATIONS OF THE PROCESSOR**

- 6.1. Taking into account the nature of the processing and the information available to the Processor, IDH shall:
- a) assist the controller in fulfilling the obligations defined in Articles 32 to 36 of Regulation 2016/679.
  - b) assist the controller by appropriate technical and organisational measures, insofar as this is possible in fulfilling the obligations related to the data subject rights defined in Articles 15 to 22 of Regulation 2016/679.

## **7. SUBCONTRACTING THE PROCESSING**

- 7.1. The Advertiser who is a controller envisages the possibility of subcontracting the Processing of the entrusted Personal Data to the Processor's *subcontractors*. The Advertiser hereby grants a general consent for such subcontracting in the scope necessary to or reasonably justified by execution of the Master Agreement, as well as in relation to technical and operational needs of IDH (e.g. hosting or server providers). IDH shall inform the Advertiser of any intended changes concerning the addition or replacement of other processors, providing the name and address of any intended subcontractors. Unless the Advertiser objects to the subcontracting within 7 days from receiving the notification, IDH shall be authorised to proceed.
- 7.2. The Advertiser who acts as a processor on behalf of a controller hereby declares that the controller granted a general consent for such subcontracting in the scope necessary to or reasonably justified by execution of the Master Agreement. IDH shall inform the controller and

the Advertiser of any intended changes concerning the addition or replacement of other processors, providing the name and address of any intended subcontractors. If the controller and the Advertiser do not object within 7 days from receiving the notification, IDH shall be authorised to proceed.

**8. COMPLETION OF ENTRUSTING THE PROCESSING**

- 8.1. At the choice of the controller or the Advertiser who is a processor, IDH deletes or returns all the personal data to the controller or to the Advertiser after the end of the provision of services relating to processing, and deletes existing copies thereof.

If there are differences between the choices of the controller and the Advertiser, the choice of the controller is conclusive.

**9. FINAL PROVISIONS**

- 9.1. This Agreement is concluded not later than at the moment of filing by the Advertiser an IO (*insertion order*) for a Campaign.
- 9.2. Disputes arising in relation to the performance of this Agreement shall be resolved by the relevant court in Warsaw.