

## **IndaHash Terms & Conditions for Advertisers as of June 2018**

BY ORDERING OR OTHERWISE USING *indaHash* SERVICE, WHICH MEANS AT LATEST AT THE MOMENT OF ORDERING CAMPAIGN, YOU, AS THE ADVERTISER, AGREE TO BE BOUND BY THESE T&C UNLESS EXPLICITLY STIPULATED OTHERWISE IN A SEPARATE AGREEMENT. THESE T&C SHALL APPLY TO ALL RELATIONSHIPS BETWEEN ADVERTISERS AND IDH MEDIA IN SCOPE OF USING *indaHash* SERVICE.

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

IDH PROVIDES *indaHash* SERVICE IN SCOPE OF WHICH IT PROVIDES COMMUNICATION PLATFORM BETWEEN THE ADVERTISER AND PUBLISHERS AND ACTS AS AN INTERMEDIARY BETWEEN THE ADVERTISER AND PUBLISHERS. IDH ENABLES ADVERTISER EXECUTION OF CAMPAIGN WITH PUBLISHER(S) ENGAGEMENT, ACCORDING TO THE AGREEMENT. IDH HOLDS NO LIABILITY FOR LEGAL COMPLIANCE OF CAMPAIGN, CAMPAIGN RULES, NOR THE CONTENT WHICH PUBLISHER(S) PUBLISH AS AN EXECUTION OF THE CAMPAIGN.

### **1. DEFINITIONS**

For the purposes of these *indaHash* Terms & Conditions for Advertisers (hereunder "T&C") the following words, terms and expressions shall have the following meaning, save where the context explicitly requires otherwise:

- 1.1. "Advertiser" or "you" – a party, contracting with IDH in scope of ordering and developing Campaigns. As an Advertiser can either of the following: a Client (direct beneficiary of Campaign, usually brand owner), Client's agent or a reseller of *indaHash* Service conclude the Agreement with IDH.
- 1.2. "Agreement" - the entire understanding related to the provision of *indaHash* Service by IDH to the Advertiser, governing in particular ordering and launching the Campaigns, using the APP, the Dashboard or other features made available by IDH. The Agreement consists of: (i) T&C, (ii) [T&C for Publishers](#) - as an Addendum hereto T&C - within the scope as Publisher - IDH relation affects the Advertiser, (iii) an undersigned IO, (iv) Campaign Rules.
- 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 Campaigns according to the Campaign Rules.
- 1.4. "Dashboard" - desktop software application originally developed and provided by IDH, protected by IP rights, enabling the Advertiser to overview the Campaigns.
- 1.5. "Campaign" – predominantly online promotional and marketing activities designed, produced or invented by or for the Advertiser, performed normally via the APP by the Publishers who in compliance with Campaign Rules contract with IDH by:
  - (i) publishing approved Material on the Publisher's social media account(s) or

(ii) submitting approved Material for publication, or (iii) re-posting Material from the Advertiser, or (iv) any other promotional or marketing activity involving Publishers or other third parties, provided that requirements and format thereof was agreed with IDH.

- 1.6. "Campaign Rules" - rules, guidelines, requirements and other conditions provided by the Advertiser in writing (including fixed electronic form) in reference to a given Campaign, requiring IDH approval in terms of technical compatibility, which the Publisher undertakes to follow by taking part in the Campaign. Meeting Campaign Rules requirements by the Publisher shall generally result in approval of the Material.
- 1.7. "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.
- 1.8. "IO" - an insertion order placed by the Advertiser with IDH for Campaign. IO's sample form is drafted & delivered by IDH and can be amended by IDH at its sole discretion.
- 1.9. "Material" - any material published, submitted for publication to or by the Advertiser (respectively by or to the Publisher) or delivered otherwise in relation to a Campaign (e.g. taken during an event), including texts, photos, video or audio clips, any combination thereof or other publications.
- 1.10. "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), constituting attachment no. 1 hereto.
- 1.11. "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 for the *indaHash* Service via the APP, or by other means has entered into cooperation with IDH, thus accepting the T&C for Publishers, any additional, specific to her/him terms & conditions or other relevant regulations, as well as applicable Campaign Rules.
- 1.12. "*indaHash* Service" - means IDH payable service under the name *indaHash*, involving communication platform enabling the Advertiser to commission Campaigns performance by Publishers according to the Agreement.

## **2. *indaHash* SERVICE**

- 2.1. IDH provides *indaHash* Service enabling the Advertiser ordering of a Campaign according to the Campaign Rules.
- 2.2. The *indaHash* Service predominantly may - depending on arrangements and available functionalities - consist of:
  - 2.2.1. Creation, maintenance and management of an account within the Dashboard;
  - 2.2.2. Campaign planning and forecasting;
  - 2.2.3. Campaign management (managing contact with Publishers);
  - 2.2.4. Facilitating self-management of a Campaign by making Dashboard available to the Advertiser;

- 2.2.5. Pre-selection of Publishers apt for the Campaign as per description in [point 5.5](#) and mediation between the Advertiser and the Publishers in regard to Material delivery and its approval by the Advertiser, as described in [point 5.7](#);
  - 2.2.6. Campaign performance summary.
- 2.3. In completion of the *indaHash* Service, provided that the Advertiser has fulfilled its obligations hereunder, the Advertiser receives:
- 2.3.1. Campaign execution by the Publishers;
  - 2.3.2. Licence to Material that was prepared by the Publisher(s) and approved by the Advertiser in scope of the Campaign as described in [point 5.7](#), subject to the [point 5.8](#).
- 2.4. Whilst IDH uses its best effort to involve Publishers who are appropriate for the Campaign, the Advertiser agrees that IDH shall have no responsibility for any acts or omissions of the Publishers. IDH takes no liability for Material delivered by the Publishers, Material's fitness for purpose, completeness, compliance with the Campaign Rules, applicable obligatory legal provisions and/or good morals. The Advertiser should verify on its own whether publishing Material and/or executing Campaign is permitted under the laws of the country the citizens (residents) of which are aimed and/or reached by the contents published on Publisher's Social Media account(s) in relation to the Campaign or any other applicable laws. In case of any claims made by third parties against IDH, resulting directly or indirectly from violation of the T&C by the Advertiser, the Advertiser shall as far as possible indemnify IDH and substitute it in any official proceedings including court proceeding.
- 2.5. As the main channel for communication referring to the Campaign moderation and management serves the Dashboard as described in point 4. Therefore the Advertiser accepts full liability for any potential miscommunications or discrepancies resulting from communication through other channels such as electronic messages (e-mail or other instant messages) or through shared electronic documents.

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

- 3.1. The Advertiser is solely responsible for effective delivery of properly filled in and undersigned IO as well as sufficiently informative and a complete Campaign Rules, including brief, containing all details relevant for the ordered Campaign. The Advertiser cannot hold IDH liable for consequences of failure to include all significant details and requirements in the Campaign Rules.
- 3.2. The Advertiser is obliged to pay for the *indaHash* Service and Campaign the amount stipulated in the IO in due time as described in [point 6.1](#).
- 3.3. The Advertiser shall arrange products and their shipment or make available the services that are to be used in the Sampling Campaign, as described on [point 5.10.3](#). The Advertiser is solely responsible to ensure products and / or services availability to Publishers in due time. The Advertiser cannot hold IDH liable for consequences of failure to ensure products / services availability to the Publishers in case such products / services should be used in the Campaign. In case Campaign execution is impeded due to failure to ensure products / services availability to the Publishers in case such products / services should be used in the Campaign, such Campaign may be deemed delivered and IDH reserves right to receive payment of full amount, as

stipulated in the IO.

- 3.4. The Advertiser is solely responsible for the transfer of the ownership title to the products onto the Publishers as described in [point 5.10.3.2](#), in case of Product Campaigns.
- 3.5. The Advertiser is obliged to obey binding provisions of law and good morals in relation to all ordered Campaigns and Parties' cooperation in general.
- 3.6. If the Advertiser is not a direct beneficiary of the Campaign (usually a reseller or an agent of a Client), the Advertiser is obliged to duly inform Client (usually brand owner) about these T&C and obtain all consents and / or licences necessary to properly execute the Agreement and the Campaign. Such consents and / or licences must be granted in a relevant form. The Advertiser shall be solely liable for violation of this obligation at the same time indemnifying either / both IDH and / or Publishers from any liability toward the Client resulting from such violation.

#### **4. DASHBOARD**

- 4.1. The Advertiser may receive an access to the Dashboard through an individual account set up by IDH or by the Advertiser, provided that such functionality is agreed on, available and offered by IDH.
- 4.2. The Advertiser undertakes to provide and keep up to date, current, and complete information included in its Dashboard account (e.g. company name and address, tax identification number).
- 4.3. IDH may suspend and/or close the Dashboard account of the Advertiser at its sole discretion in case of the Advertiser's material breach of the Agreement or other important reasons, technical issues, usefulness of the Dashboard for the purposes of the Agreement or business decision of IDH to resign from Dashboard feature.
- 4.4. By accessing the Dashboard for the first time the Advertiser confirms unconditional acceptance of these T&C.
- 4.5. Through the Dashboard the Advertiser may in particular:
  - 4.5.1. Process white- or blacklisting, as described in [point 5.5.](#), or other selection of potential Publishers;
  - 4.5.2. Pre-moderate Material as [described in 5.7.](#);
  - 4.5.3. Observe Campaign performance;
  - 4.5.4. Receive Campaign performance report as described in [point 5.14.](#);
  - 4.5.5. Overview certain Campaign data such as: task for Publishers, Publishers' nicks, billing mode etc.
- 4.6. Dashboard features and functionalities are subject to constant development. Availability of data within the Dashboard, its layout and operation are subject to changes at IDH sole discretion and do not constitute an amendment of these T&C.
- 4.7. The Advertiser is responsible for keeping confidential the password to Dashboard account, as well as the password to any sub-user account. The Advertiser will notify IDH immediately of any unauthorized or non-compliant access or use of its

Dashboard account or sub-user account(s) 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 the Dashboard account along with sub-user account(s) may be immediately suspended or closed, as described in [point 4.3](#). The Advertiser is liable for any consequences of unauthorized or non-compliant access to the Dashboard account or sub-user accounts, in particular for any activities within the Dashboard such as whitelisting or blacklisting (as described in [point 5.5](#)) and / or Material approval (as described in [point 5.7](#)), provided that such unauthorized or non-compliant access was not due to sole fault of IDH.

- 4.8. IDH protects data submitted through the Dashboard account 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.

## 5. CAMPAIGNS

- 5.1. The Advertiser orders a Campaign by submitting an undersigned IO along with complete Campaign Rules, unless agreed otherwise. No changes can be made to the Campaign Rules after submitting an IO, unless agreed otherwise.
- 5.2. By ordering a Campaign the Advertiser confirms unconditional acceptance of these T&C.
- 5.3. IDH may or may not at its sole discretion accept an IO. IDH reserves the right to refuse Campaign's launch or to terminate any ongoing Campaign in case of breach of obligatory legal provisions, good morals or any other material breach of the Agreement.
- 5.4. After submission of an undersigned IO, the Advertiser is not entitled to resign from the Campaign. Should the Advertiser resign from the Campaign IDH reserves right to payment of full amount stipulated in the IO.
- 5.5. In order to prepare Campaign launch the Advertiser may have to select Publisher(s) who the Advertiser see as apt to take part in the Campaign (**whitelisting**) or Publisher(s) deemed inapt for the Campaign (**blacklisting**), unless agreed otherwise.
  - 5.5.1. If the list of the Publishers is provided as part of the indaHash Service, it cannot be treated as a guarantee of participation of any Publisher in the Campaign.
  - 5.5.2. Selection of Publisher(s) may be processed through: (i) the Dashboard, (ii) an e-mail or other electronic correspondence, or (iii) electronic shared documents.
  - 5.5.3. In case of processing selection of Publisher(s) through electronic shared documents the Advertiser pledges to fully disclose the history of changes made to the document to IDH. In case of discrepancies between information

- noted by the Advertiser and information noted by IDH in regard to Publisher(s) selection, IDH information shall prevail.
- 5.5.4. Rejection of Publisher(s) shall be based on measurable, objective criteria that the Advertiser must disclose to IDH, otherwise rejection may be deemed as non-existent.
  - 5.5.5. Whitelisting of Publisher(s) is a key, one-time activity, save for the [point 5.13](#). Publisher(s) selected to take part in the Campaign cannot be subsequently rejected, unless agreed otherwise. In case an amendment to the whitelist is admitted by IDH and such amendment results in an increase of Campaign's cost, IDH reserves right to revise the amount stipulated in IO by including such cost.
- 5.6. The Campaign Rules shall include a brief. Brief should indicate type of Campaign (as described in [point 5.10](#)). For Sampling Campaign brief must indicate whether product would be a part of Publisher's remuneration. The Campaign Rules, in particular the brief, once submitted, are deemed final and no amendments thereto shall be accepted or executed, unless agreed otherwise. In case an amendment to the Campaign Rules is admitted by IDH and such amendment results in an increase of Campaign's cost, IDH reserves right to revise the amount stipulated in IO by including such cost.
- 5.7. Any Material to be included in the Campaign may be subjected to pre-moderation procedures. The aforementioned procedures consist predominantly of Material's acceptance, adjustment or rejection by the Advertiser. The Material must be compliant with the Campaign Rules in terms of measurable and technical requirements.
- 5.7.1. Brief and other elements of Campaign Rules shall indicate measurable and objective criteria. All other requirements shall be treated as non-binding guidelines non-fulfilment of which cannot constitute a reason for rejection of such Material.
  - 5.7.2. Draft Material is delivered to the Advertiser by uploading it to the Dashboard (deemed delivered as at the moment of uploading) or sent to the Advertiser's e-mail address (deemed delivered as at the moment of sending the e-mail).
  - 5.7.3. IDH, where technically possible, verifies Material in terms of consistency with the Campaign Rules of technical nature (such as photo's definition or length of text). IDH shall not be liable for verification of consistency of Material with the Campaign Rules that refer to non-measurable criteria.
  - 5.7.4. The Advertiser verifies Material in terms of its fit to the Campaign's purpose. The Advertiser has 72 hours to comment on Material by approving it (explicit approval), indicating adjustments or by rejecting it. Material is deemed approved, if no comment is made by the Advertiser within 72 hours of delivery (implied approval). An approval of the draft Material is a key, one-time activity. The approved Material cannot be subsequently rejected, unless agreed otherwise. In case an amendment to the already approved Material is admitted by IDH and such amendment results in an increase of Campaign's cost, IDH reserves right to revise the amount stipulated in the IO by including such cost.
  - 5.7.5. The Advertiser may request adjustments to the draft Material of a minor character (change of description, change of photo's saturation etc.) or of a major character. Any adjustment that is not minor is considered major. There can be only one major adjustment of a draft Material. Request of adjustments

must indicate measurable and objective criteria, otherwise being may be deemed as non existent.

- 5.7.6. In case of rejection of Material that is compliant to the measurable criteria of Campaign Rules, such Material shall be treated as a properly delivered for the purposes of Campaign execution measurement, targets delivery and financial purposes (i.e. as if it was approved).
  - 5.7.7. In case the Advertiser rejects Material that is compliant to the measurable criteria of Campaign Rules, IDH reserves the right to adjust planned Campaign's Key Performance Indicator (KPI), at the same time reserving its right to receive payment of full amount, as stipulated in the IO.
  - 5.7.8. Pre-moderation of draft Material may be processed through: (i) the Dashboard, (ii) an e-mail or other electronic correspondence, or (iii) electronic shared documents. In case of the latter the Advertiser pledges to fully disclose the history of changes made to the document to IDH. In case of discrepancies between information noted by the Advertiser and information noted by IDH in regard to draft Material pre-moderation, IDH information shall prevail.
- 5.8. To Material that was delivered and approved based on [point 5.7.](#), at the moment of execution of full payment in accordance with provisions of [point 6.1.](#), the Advertiser is granted a licence to use Material ("Licence") in accordance with the rules stipulated T&C for Publishers. In case the Advertiser is not a direct beneficiary of the Campaign (the Advertiser is not a brand owner) the licence is granted predominantly in purpose of granting a sublicense to the approved Material by the Advertiser to the Client (direct beneficiary of the Campaign, usually brand owner). It is advised that the sublicense would be granted within the same scope as the Licence. Nevertheless the use of the Licence can be restricted under provisions of an agreement between the Client and the Advertiser and IDH cannot be held liable for any such restriction.
- In any case the Licence to the approved Material is granted 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:
- 5.8.1. processing, recording, reproduction by any technique, including printing, reprographic techniques, recording of audio and/or vision, magnetic recording, electronic media, storage on mobile devices;
  - 5.8.2. incorporation of Material or part of it to other creative works of any type, including different from the original Material;
  - 5.8.3. sharing via computer and mobile networks, including the Internet and other networks;
  - 5.8.4. 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;
  - 5.8.5. 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;
  - 5.8.6. displaying, as well as broadcasting, wired or wireless, of sound or vision via a ground station or satellite;
  - 5.8.7. 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;

- 5.8.8. use of the creative developments as whole or in parts, connecting with other works.
- 5.9. If the Advertiser wishes to receive a licence to the Material within a different scope than described in [point 5.8.](#), 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 IDH is required.
- 5.10. The Advertiser can choose from various Campaign schemes, which - among others - include the following types of Campaigns (while one Campaign can fall under several Campaign types):
  - 5.10.1. Standard Campaign - a Campaign within which Publishers deliver Material either by posting it on their social media account(s) or by simply delivering it for digital (or any other falling within the scope of the Licence) publication by the Advertiser.
  - 5.10.2. Regram Campaign - a Campaign within which Publishers re-post on their social media account(s) Material delivered by the Advertiser on their social media account(s).
  - 5.10.3. Sampling Campaign - a Campaign within which Publishers deliver Material either by posting it on their social media account(s) or by simply delivering it for digital publication (or any other falling within the scope of the Licence according to [point 5.8.](#) and [5.9.](#)) by the Advertiser. Material usually would involve product and / or service, either arranged by the Advertiser or arranged by the Publisher upon arrangement cost reimbursement - usually in case of products and / or services commonly available to the public. In no case is IDH liable for successful delivery of the product to the Publisher, collection of the product from the Publisher and its successful sending back to the Advertiser. IDH does not warrant the product quality, nor is it responsible for its proper functioning or any damages related thereto.
    - 5.10.3.1. Test Campaign - a Campaign within which Publishers use product and / or service for Campaign execution purpose without receiving ownership title to the product or reimbursement for product and / or service cost. Such product is usually sent back to the Advertiser by the Publisher, according to separate arrangements.
    - 5.10.3.2. Product Campaign - a Campaign within which Publishers use product and / or service for Campaign execution purpose and receive ownership title to the product or reimbursement for product's and / or service's cost as a part of remuneration for participation in the Campaign.
  - 5.10.4. Event Campaign - a Campaign within which Publisher(s) take(s) part by physical presence at an indicated venue, on the date and time indicated by the Advertiser, licensing the right to use their image for marketing purpose, for which a separate agreement concluded with particular Publisher(s) might be required.
- 5.11. In case of Event Campaign, as described in [point 5.10.4.](#), the Advertiser is responsible for enabling the Publisher(s) to take part in the Campaign in particular by: giving reasonable period of notice, facilitating preparation of draft Material etc.
  - 5.11.1. If the Publisher(s) cannot properly execute such Campaign due to circumstances caused by the Advertiser, the Campaign is deemed properly

- executed. In such case IDH reserves right to payment of full amount stipulated in the IO.
- 5.11.2. If the Publisher(s) took part in the Event Campaign and delivered draft Material compliant with the measurable criteria of Campaign Rules, the Campaign is deemed properly executed even if no draft Material is approved by the Advertiser. In such case IDH reserves right to receive payment of full amount stipulated in the IO.
  - 5.11.3. In case of Event Campaign has event notice period too short to process selection of Publisher(s) according to [point 5.5.](#) the Advertiser waives any right to take part in selection of Publisher(s). In such case the selection of Publisher(s) made by IDH is deemed approved by the Advertiser.
- 5.12. IDH usually provides Campaign timeline with indicated time period and dates for each milestone activity, such as selection of Publisher(s) (according to [point 5.5.](#)), Material pre-moderation process (subject to [point 5.7.](#)) or Campaign launch. Failing to follow the given timeline by the Advertiser could result in a respective shift of each subsequent milestone activity in Campaign timeline or, in certain cases, it may result in incapability to properly execute Campaign. In case proper Campaign execution was impeded due to failure to follow the given timeline by the Advertiser, the Campaign is deemed properly delivered and IDH reserves right to receive payment of full amount stipulated in the IO. If the shift in Campaign timeline results in an increase of Campaign cost, IDH reserves right to revise the amount stipulated in the IO by including such cost.
- 5.13. In case of increase of organic reach in the time frame between whitelisting and Campaign launch, the Advertiser shall (at its choice): confirm to IDH acceptance of increased reach thus accepting adjustment of an IO stipulated amount or accept adjustment of the whitelist by IDH made to keep the organic reach originally agreed upon.
- 5.14. Campaign performance is summarized in a report delivered by IDH within 3 working days after Campaign end. Report may be delivered in particular by uploading it onto the Dashboard.

## **6. PAYMENT**

- 6.1. The *indaHash* Service, in particular the Campaign execution, is payable by the Advertiser to IDH based on an invoice issued for the amount indicated in the IO with VAT added, within 14 days as of the invoice issuance, unless agreed otherwise.
- 6.2. The remuneration for performance of the Campaign and Licence to Material payable to the Publishers is executed by IDH.
- 6.3. Should a Campaign covered by one IO be executed throughout more than one calendar month, IDH shall be entitled to issue invoices at the end of each calendar month proportionally, depending on the level of Campaign execution in the given calendar month, unless agreed otherwise.
- 6.4. Should the Advertiser fail to deliver in agreed due time complete and sufficient Campaign Rules according to [point 3.1.](#) or fail to make available to the Publishers in due time products and / or services subject to [point 3.3.](#), IDH reserves right to

renounce the IO (resulting in i.a. withholding implementation of such Campaign). Regardless to the fact whether IDH renounces the IO or proceeds with it, IDH unconditionally reserves its right to receive payment of full amount stipulated in the IO, irrespective to the actual Campaign's KPI.

- 6.5. In case of persistent obstruction of Campaign execution by the Advertiser, in particular through rejection of Publishers based on subjective, non-measurable or not specified criteria, rejection of more than 50% of proposed Publishers (according to [point 5.5.](#)) and/or rejection of already approved Publishers and / or through rejection of draft Material based on subjective, non-measurable or not specified criteria, rejection of more than 50% of draft Material (according to [point 5.7.](#)), through amendments to already submitted brief, the Campaign is deemed properly executed. In such case IDH reserves right to payment of full amount as stipulated in the IO, irrespective the actual Campaign's KPI and increase of payment by the cost of properly delivered draft Material.

## **7. USE OF INTELLECTUAL PROPERTY ("IP") RIGHTS**

- 7.1. 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 the Campaign. If the Advertiser is not a direct beneficiary of the Campaign (is not a brand owner - Client) it declares its full empowerment to grant and grants a non-exclusive, royalty-free, worldwide licence for 10 years to use Client's name, logo and/or any other IP rights related to visual identification that would be involved in the Campaign to IDH and its affiliates, as well as to the Publishers, within the scope of execution of the Campaign. The Advertiser guarantees that use of logo and/or any other IP rights related to visual identification involved in the Campaign Rules does not infringe Client's rights nor any third party rights.
- 7.2. Regardless to any contrary provisions of any other agreement (unless explicitly excluding applicability of this given point of the T&C) IDH shall be entitled to publicize the fact that the Campaign was performed through *indaHash* Service. The Advertiser grants to IDH a non-exclusive, royalty-free, worldwide licence for 10 years to use the logo and / or any other IP related to its visual identification that was used within the Campaign performed through the *indaHash* Service and are included in Material that was published. If the Advertiser is not a direct beneficiary of the Campaign (is not a brand owner - Client) it declares its full empowerment to grant and grants a non-exclusive, royalty-free, worldwide licence for 10 years to use the logo and / or any other IP related to its visual identification that was used within the Campaign performed through the *indaHash* Service and are included in Material that was published. IDH may use the Material, the Advertiser's logo and / or any other IP related to its visual identification for elaboration of its own 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.

## **8. MISCELLANEOUS**

- 8.1. IDH acts in compliance with all obligatory law provisions.

- 8.2. IDH strictly follows the provisions of Regulation (EU) 2016/679 (GDPR).
- 8.2.1. IDH has its own Data Protection Officer (DPO) assigned to supervise any personal data flow process.
- 8.2.2. By accepting these 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. 2](#) hereto ("**DPA**"), unless explicitly agreed otherwise.
- 8.2.3. IDH is data processor for any personal data provided by the Advertiser, and processes such data according to the [privacy policy \(Attachment 3.\)](#) For administration as well as for transfer of such data the Advertiser shall conclude appropriate agreements and arrange appropriate consents.
- 8.3. IDH, while providing the *indaHash* Service, delivers its know how, sensitive and confidential information, entrusts its reputation and business relationship with the Publishers and uses its best efforts to provide high standard of the *indaHash* Service. Any information or skill gained by the Advertiser through the use of the *indaHash* Service shall not be used in a bad faith or mishandled. In particular, the Advertiser shall not extract the data referring to the Publisher(s) in order to contract with him/her/them directly, jeopardizing business relationship between IDH and the Publisher(s). If the Advertiser uses any data, materials or other information provided by IDH without finalising Campaign order as well as payment procedures such use may constitute an infringement of IDH rights and as such might be subjected to contractual penalty of doubled Campaign worth stipulated in the IO, or otherwise calculated in case no IO was submitted. In case of any claims made by Publisher(s) referring aforementioned infringement the Advertiser shall as far as possible indemnify IDH and substitute it in any official proceedings including court proceeding. Notwithstanding the above IDH shall be entitled to seek recovery of any damages on a regular basis.
- 8.4. The Advertiser represents and warrants that the person acting for and on behalf of the Advertiser, concluding the Agreement with IDH through use of the *indaHash* Service is duly empowered to represent the Advertiser and enter into a binding agreement on behalf thereof.
- 8.5. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the Parties for any purpose. The Advertiser shall have no right or authority to enter into any contractual obligations or make any representation in the name of or on behalf of IDH. IDH does not grant to the Advertiser any right of representation. Any offer of the *indaHash* Service that the Advertiser makes to any third party is deemed to be at Advertiser's sole risk and IDH shall not be obliged to deliver the *indaHash* Service. Any terms of resell of the *indaHash* Service shall be concluded as a separate agreement.
- 8.6. IDH is not liable for any consequences of force majeure, such as war, any natural disaster, riots, strikes, prolonged shortage of energy supply etc.
- 8.7. IDH reserves the right to refuse the Agreement conclusion or terminate concluded Agreement on its sole discretion (effective upon completion of pending Campaigns).
- 8.8. IDH reserves the right to amend T&C at its sole discretion. Any amendments shall be announced by publishing new updated version of the T&C on the website, through

the Dashboard or by otherwise making it available to the Advertiser.

- 8.9. Omitting, falling or waiving to exercise any right derived from hereof Agreement does not constitute waiver for any proceeding or subsequent event, nor shall any waiver constitute a continuing waiver.
- 8.10. The Agreement's term lasts as long as the *indaHash* Service is provided, but no shorter than from the first entrance to the Dashboard or submission of an undersigned IO, whichever occurs earlier (effective date), till closure of the Advertiser's account at Dashboard (termination date). In any case the term lasts from explicit conclusion of an individual agreement by the Advertiser and IDH till explicit termination thereof, either by the Advertiser or by IDH.
- 8.11. Provisions of [7.1.](#), [7.2.](#), [8.2.](#) and [8.3.](#) are unlimited in time and survive the termination of the Agreement, regardless the reason of termination.
- 8.12. Wherever appropriate in this Agreement, a singular term shall be construed to mean the plural where necessary, and a plural term the singular.
- 8.13. The Agreement shall be governed:
  - 8.13.1. within the scope of any monetary claims arising from the Agreement - by the laws of Poland;
  - 8.13.2. any other legal matter arising from or in connection with the Agreement shall be governed and interpreted under the laws of Ireland.
- 8.14. The Advertiser and IDH hereby submit:
  - 8.14.1. within the scope of any monetary claims arising from the Agreement - to jurisdiction of the courts of Poland;
  - 8.14.2. all other disputes arising under or in connection with the Agreement shall be subjected exclusively to the Irish courts.

## Attachment 1:

### IDH terms of service for Publishers as of December 2017

#### I. DEFINITIONS

For the purposes of this Agreement, the following words, terms and expressions wherever mentioned shall have the following meaning, save where the context requires otherwise:

1. The “Advertiser” means a third party, contracting with IDH in scope of ordering and developing campaigns and campaign rules.
2. The “Advertiser Terms and Conditions” means current version of terms and conditions applicable to the agreement between the Advertiser and IDH, along with the attachments thereto, current version of which is available at [this link](#)
3. The “Agreement” means the entire understanding related to the provision of the indaHash service, using the APP, ordering and participation in Campaigns etc., as defined in Section II below.
4. The “APP” means mobile software application available for iOS and Android platforms called indaHash, provided by IDH, which the User can use to access the Service, in a version downloaded by the User (and updated afterwards, if applicable).
5. The “Campaign” means promotional and marketing activities designed, produced or invented by the Advertiser, made accessible by IDH to all or selected Publishers in scope of the Service through the APP (even if the Material is not published through the APP or some or all tasks are executed out of the APP). “Sampling Campaign” is a Campaign which includes sending a Product to the Publisher for the purpose of creating Material.
6. The “Campaign Rules” mean rules, guidelines, requirements and other conditions developed by the Advertiser in reference to a given Campaign, visible by each Campaign in the APP, which the Publisher undertakes to comply with by joining the Campaign.
7. “Consumer Rights Regulations” mean the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484/2013).
8. “Eligibility” means eligibility requirement set forth in [section III.1.](#)
9. “IDH” means 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 3376160DH.
10. The “T&C” mean always the current version of these IDH terms of service for Publishers, along with the attachments thereto, available through the APP and on <https://indahash.com/page/mobile-insta-terms>.
11. The “Publisher” means a User, being an approved user of relevant Social Media, in compliance with terms and conditions thereof, who meets all other criteria set out in these T&C and has successfully registered to the Service via the APP , accepting thereby the Agreement (including above all the T&C).
12. The “Product” means an item sent to the Publisher by/on behalf of the Advertiser (or its client) in scope of a Sampling Campaign which should be used according to the Campaign Rules and constitutes (total or part of) Publisher’s Remuneration for the participation in the given Campaign.
13. The “Service” means an electronic service under the name indaHash which, subject to the terms of the Agreement, can be accessed by a Publisher via the APP and by an Advertiser via the Site, in scope of which IDH serves as an intermediary between the Advertiser and the Publisher, as well as it provides a communication platform which enables (i) Publishers to be informed about and (upon fulfilment of predefined conditions) take part in

Campaign(s) and thereby to earn remuneration (depending on Campaign Rules) and (ii) Advertisers to define and inform about campaign rules and conditions, order campaigns, monitor execution thereof and (iii) may offer some other facilities available at the given time.

14. The "Site" means a website available under the following address: [www.indahash.com](http://www.indahash.com), managed by IDH.
15. A "User" means any visitor to the APP or the Site.
16. "Withdrawal Form" means the form as in [Schedule 1](#) hereto required by the Consumer Rights Regulations.
17. "Social Media" mean all or relevant (depending on the context) social media platform(s) on which the Campaigns can be launched, including - as at the day of drafting these IDH Terms and Conditions - Instagram ([www.instagram.com](http://www.instagram.com)), Facebook ([www.facebook.com](http://www.facebook.com)), Snapchat ([www.snapchat.com](http://www.snapchat.com)), Twitter ([www.twitter.com](http://www.twitter.com)).
18. "Material" means any material published within the scope of Campaign or delivered otherwise in relation to a Campaign or other event according to separate arrangements with IDH by the Publisher, including photos, videos, other publications.
19. "Remuneration" means money, goods or services due to the Publisher in return for his/her participation in the given Campaign (as well as for granting the licence to the Material(s), if applicable), form and value of which depends on and is determined in Campaign Rules.
20. "Rate" means applicable rate as defined in [point VI.1\(3\)](#) below.

## II. THE AGREEMENT

1. The Agreement includes:
  - a. T&C;
  - b. Advertiser Terms and Conditions;
  - c. any other document incorporated either in (a) or in (b) by reference (including additional terms and policies related to Sampling Campaigns).
  
2. These T&C incorporate by reference:
  - a. [The Privacy Statement](#) which contains more detailed information on the data processing rules by IDH (related also but not exclusively to the provision of the Service and using the APP), updated version of which is always available in the APP and here: <https://indahash.com/page/privacy>;
  - b. [Cookies policy](#) available in the APP and here: <https://indahash.com/page/cookie>;
  - c. each set of Campaign Rules which will govern the way in which a particular Campaign is run.

## III. REGISTRATION AND ELIGIBILITY

### III.1. ELIGIBILITY

In order to be eligible to register for the Service as a Publisher, a User must:

- a. have full capacity to enter into legal transaction or have had obtained valid consent of parent(s)/legal guardian(s);

- b. have an active account on relevant Social Media (as at the date of the T&C: Facebook or Instagram), provided that the account successfully goes through the verification and is approved by IDH (especially with regard to the number of followers, profile activity and history);
- c. download the APP.

### III.2. APPROVAL

In order to be eligible to register for the Service as a Publisher, a User must:

1. The Publisher shall be notified whether his or her Social Media account has been approved, by means of an email communicated through the Service by IDH to the Publisher.
2. The Agreement as well as the Withdrawal Form along with the appropriate instructions thereto shall be attached to an email confirming approval of User's account in the APP for the purposes of the Service.

### III.3. REGISTRATION PROCESS

**1. If a User does not agree with any of the provisions of the Agreement (including above all the T&C), (s)he should not register as a Publisher.**

2. The e-mail mentioned in [point III.2\(2\)](#) above includes also a summary of most crucial points of these T&C which, however, does not release the Publisher from his/her obligation to read and accept the T&C as a whole, as the summary does not limit the scope of the T&C in any way.

3. By clicking on a relevant checkbox, the Publisher agrees for the commencement of the provision of the Service prior to the lapse of the statutory period for withdrawal from the Agreement, thereby freely deciding to forfeit his/her statutory right of withdrawal.

4. By ticking the checkbox and clicking on the REGISTER button, the Publisher unconditionally accepts all terms and conditions of the Agreement (including these T&C). By doing so, the Publisher is granted access to the Service.

5. Access to the Service does not guarantee participation in any of the Campaigns and the decision to participate in a Campaign is a matter for the Publisher to decide, provided that both the Campaign and Publisher's participation in Campaign have been approved. Otherwise, the Publisher may not take part in a Campaign. No obligations are imposed on the Publisher to undertake any activities in scope a given Campaign prior to the Publisher clicking on the JOIN button.

## IV. indaHash SERVICE. GENERAL TERMS AND CONDITIONS

### IV.1. THE SERVICE

1. IDH has developed the Service which makes it possible for the Publisher who takes part in a Campaign commissioned by the Advertiser and made available via the Service in scope of which Publisher publishes posts containing Material(s) on the Publisher's Social Media account(s), in compliance with the relevant Campaign Rules, to earn Remuneration in accordance with such Campaign Rules.

2. The Publisher can only be granted access to the Service upon unconditional acceptance of the T&C and Agreement. Access to the Service does not guarantee participation in a Campaign and the decision to ask for joining the Campaign depends solely on the Publisher, while the acceptance of Publisher's participation in a Campaign is at the discretion of the Advertiser (and/or IDH - in relation to technical issues).

### IV.2. THE APP

1. The Service is offered by IDH and may be accessed by the User by means of the APP. User's ability to access the Service via the APP depends on functionalities and other technical conditions of User's device on iOS and Android platforms.

2. The APP is available through (i) the AppStore (iOS) and through (ii) Google Play (Android) for mobile devices, i.e. mobile phones communicating using radio waves, operating within the GSM or UMTS digital systems or tablets. The APP is compatible with the following systems:

- a. iOS version 8 or higher,
- b. Android version 4.4.1 or higher.

### IV.3. THE ROLE OF IDH

**1. In communication between Advertisers and Publishers IDH acts solely as an intermediary providing indaHash platform.**

2. In particular IDH does not verify or supervise any materials provided by the Advertiser or the Campaign and Campaign Rules, it simply approves compatibility of the materials with the Service and technical requirements/functionalities thereof. **The Publisher should verify on his or her own whether publishing posts containing advertising matter is permitted under the laws** of the country the citizens (residents of which) are aimed and/or reached by the contents published on Publisher's Social Media account(s) in relation to the Campaign.

## V. CAMPAIGNS

### V.1. JOINING AND PARTICIPATION IN CAMPAIGNS

3. The Publisher shall have the possibility to browse the requirements of individual Campaigns within the Service. Not all Campaigns available at the moment must be visible to a given Publisher. If (s)he considers that any of visible Campaigns may be of interest to him or her, (s)he shall be entitled to conclude an agreement for the participation in such Campaign by clicking on the JOIN button.
4. **By clicking on the JOIN button, the Publisher unconditionally accepts the Campaign Rules and the Campaign description in the service panel.** In case of any discrepancies, Campaign Rules prevail over these T&Cs. Joining request is subject to approval by Advertiser/IDH. Advertiser and IDH reserve a right to reject Publisher's participation in a given Campaign without giving any justification for such rejection.
5. By joining the Campaign, the Publisher undertakes to comply with the Campaign Rules and any other applicable terms, including obligation to meet any deadlines, as well as (s)he accepts Rates set for the Campaign.
6. The Campaign Rules, including the applicable deadlines and Remuneration, are tailored for the Publisher having regard to the features of the Publisher's Social Media profile(s) (e.g. number of followers, target group, image people engagement).
7. During the Campaign, the Publisher undertakes to publish posts on his or her Social Media account(s) which are consistent with the requirements included in the description of the given Campaign (e.g. publication of specific content, photos, videos or other materials), and not remove, archive the Material during 12 months period as of the publishing, or change his or her profile of Social Media account(s) to private, as well as to include in them a unique alphanumeric code (hashtag) and/or (tag). The Publisher is solely responsible for including additional hashtags or other specific description of the Material as required by applicable provisions of law in his/her jurisdiction.
8. The Publisher is not obliged or entitled to perform any other actions within the framework of Campaign apart from those expressly included in the Campaign Rules, description thereof or otherwise expressly agreed between the Publisher and the Advertiser/IDH. All Materials require approval by IDH/Advertiser before the Publisher uses them within the scope of the Campaign.
9. **The payment of Remuneration to the Publisher is conditional on the Publisher complying fully with the Campaign, the applicable Campaign Rules and T&Cs.**

### V.2 MONITORING CAMPAIGNS

1. The Publisher undertakes to monitor the up-to-date information on the Campaign and on changes made to the Service.
2. The Publisher grants IDH and, as required by IDH, the Advertiser the right to use dedicated computer software, to verify whether the Publisher has performed the allocated tasks. Where Campaign activities are performed:

- a. without the appropriate hash tag and/or tag being placed,
- b. following the lapse of 24 hours (or term stipulated in Campaign Rules) from the day of signing up for the given Campaign,
- c. in a manner inconsistent with Campaign Rules for the given Campaign,
- d. in a manner inconsistent with the Advertiser's image,

IDH shall be entitled (in any such case), but is not obliged, to advise the Publisher via the Service that the particular activities do not qualify for any Remuneration as they are incorrectly performed or are in breach of the Campaign or the Campaign Rules as the case may be.

3. IDH can temporarily or definitively block Publisher's APP account or apply other punitive measures if the Publisher does not comply with Campaign Rules or violates the T&Cs or other instructions otherwise. In case of violation of provisions referred to in [paragraph V.1. \(5\)](#), the entire Remuneration shall be withdrawn or the Publisher shall be obliged to return it, subject to other provisions of T&C.

## VI. REMUNERATION

### VI.1. REMUNERATION SCHEME AND DETERMINATION

1. The Publisher for (correct) participation in Campaign is entitled to Remuneration.
2. The Advertiser can decide whether the Remuneration shall be settled in (i) cash, (ii) goods, (iii) services or (iv) as a mix of the abovementioned components and informs about Remuneration scheme in the Campaign Rules. IDH is empowered to modify Remuneration scheme, as well as to offer the Publisher an option of receiving Remuneration in chosen cryptocurrency. Applicable scheme and rates of Remuneration are visible to each Publisher individually in the APP, under given Campaign Rules.
3. Should the Remuneration be settled fully or partially in cash, the rates specific for a given Campaign and for a given Publisher individually shall apply ("**Rate**").
4. IDH reserves a right to vary the applicable Rates at any time (except for active, open Campaigns in progress to which the Publisher has already been admitted). The Publisher should base his/her decision on joining Campaign taking into account the Remuneration scheme and the Rate (in case of cash Remuneration) applicable to the given Publisher for the purpose of the given Campaign.
5. Final amount of the due Remuneration in cash shall be determined based on (i) the Rate and (ii) Publisher's performance in the Campaign.

## VI.2. REMUNERATION PAYMENT

1. In the event the Remuneration defined in Campaign Rules shall be settled otherwise than in cash, the Advertiser shall provide the Publisher with goods/services directly or indirectly, depending on the arrangements. The goods should be sent to the Publisher to the shipping address indicated by the Publisher. The Publisher shall be informed (either in the Campaign Rules or afterwards) on the way of delivery of service constituting part of/whole Publisher's Remuneration. The payment or transfer of Remuneration may depend on providing additional Publisher data (e.g. phone number), which is necessary or useful for the purposes related to payment of Remuneration.

2. The Remuneration paid in cash to the Publisher shall be settled, however before settling the final due amount in favour of the Publisher, fees for payment-related services (especially for fast payment option), as well as fees for payment operator and online money transfer services (if applicable) shall be deducted.

3. The Remuneration payable in cash shall be settled upon Publisher's payment request made via the APP, provided that such payment request (unless otherwise stipulated herein):

- e. cannot be made more frequently than once a month (one per calendar month);
- f. shall cover aggregated Remuneration amount not lower than the minimum payment level determined individually for each market and defined (visible) in the APP.

**4. Any cash settlement of Remuneration made to a Publisher is conditional on IDH having received the cash from the Advertiser and the Advertiser has paid IDH's fees. Provided that IDH has received the relevant payment from Advertiser, cash Remuneration shall be transferred to the Publisher generally within 30 days as of Publisher's payment request.**

5. The Publisher may choose "fast" payment option in the APP, if available. Such fast payment may be subject to additional fee (availability and conditions of such fast payment are determined directly in a relevant section of the APP and may be set forth individually for each Publisher and/or Campaign).

**6. Remuneration in cash for the Publisher shall be payable to the bank account specified by the Publisher. IDH and/or Advertiser shall accept no liability whatsoever for any errors or inaccuracies in the bank account information or shipping address or for missing information in required data that should be provided by the Publisher.**

**7. Should the payment of Remuneration (in whatever form) for Publisher's participation in any Campaign or other event with involvement of IDH be executed through the APP and unless separate agreement explicitly say otherwise, these**

**T&Cs, including above all the licence to the Material(s)**, even if the Material itself was not published/uploaded through the APP, **apply respectively**. By accepting these T&Cs the Publisher confirms his/her consent for such extent of applicability of the T&Cs.

## **VII. TAX ISSUES**

### **VII.1. TAX SETTLEMENT**

1. Upon receiving any Remuneration for participation in Campaign or other event, the Publisher on his/her own is obliged to:
  - g. **settle and pay any applicable taxes,**
  - h. fill in and submit tax forms,
  - i. fulfill all tax related and other obligations, applicable in such circumstances according to the laws of his or her country of citizenship or residency.

2. IDH shall not make or be obliged to (i) make any settlements or payments of any taxes or public receivables, (ii) file any documents or forms, (iii) fulfill any other obligations on behalf of the Publisher or for his or her benefit, regardless of the basis for such obligation (contract, laws of the Publisher's country of citizenship or residency).

### **VII.2. TAX RELATED LIABILITY**

1. The Publisher agrees to fully indemnify and hold IDH harmless against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the (non-)performance by the Publisher of the obligations applicable to him in the T&C, the Agreement or applicable law, where such recovery is not prohibited by law.

2. The Publisher shall further indemnify IDH against all reasonable costs, expenses and any penalty, fines or interest incurred or payable by IDH in connection with or in consequence of any such liability, deduction, contribution, assessment or claim or any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Publisher or any third party against IDH arising out of or in connection with the (non-)performance of this Agreement by the Publisher.

## **VIII. LICENSE**

### **VIII.1. LICENSE FOR THE ADVERTISER**

1. Within the Remuneration paid to Publisher for taking part in Campaign(s), the Publisher hereby grants the Advertiser (whose Campaign (s)he enters) a non revocable, worldwide licence for 10 years, effective as of the date uploading such Material (provided that it has been approved for the Campaign afterwards) or as of publishing such Material in Social Media, whichever occurs earlier or applies, to use by the Advertiser or his Affiliates of any

Material, subject to [point VIII.5\(2\)](#) below. The licence authorizes usage of the Material in digital version and for digital purposes and digital use in the following scopes:

- j. processing, recording, reproduction by any technique, including printing, reprographic techniques, recording of audio and/or vision, magnetic recording, electronic media, storage on mobile devices;
- k. incorporation of Material or part of it to other creative works of any type, including different from the original Material,
- l. digitization, input to computer memory, input to mobile devices memory, introduction to computer networks and sharing via computer networks, including the Internet and other networks;
- m. 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,
- n. 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;
- o. displaying, as well as broadcasting, wired or wireless, of sound or vision via a ground station or satellite;
- p. exercising and allowing for the exercise by third parties of creative developments of the Material, including alterations and adaptations, adding different elements, updating, modification of any kind;
- q. use of the creative developments as whole or in parts, connecting with other works.

2. The licenses granted pursuant to point (1) above includes the right of Advertiser to grant sublicenses.

## **VIII.2. LICENSE FOR IDH**

1. In return for access to the Service and the APP, the Publisher grants IDH a non revocable, worldwide licence for 10 years, effective from the date of first public issue, licence to the extent stipulated in [para. VIII.1.](#) above, including the right to sublicense (both payable or non-payable).
2. The license mentioned in point [VIII.2\(1\)](#) above in the benefit to be granted to IDH by the Publisher in return for using the Service/APP.

## **VIII.3. MORAL RIGHTS TO THE MATERIAL(S)**

The Publisher waives (i.e. (s)he will not execute) with respect to the Advertiser and IDH, as well as to third parties indicated by Advertiser or IDH, his/her moral rights to the Material (in particular the paternity and integrity rights) and empowers Advertiser and IDH (as well as any third party empowered by Advertiser or IDH) to execute his/her moral rights to the Material.

#### VIII.4. PERSONAL IMAGE AND THIRD PARTY'S CONSENT

1. In the event the Material comprises the personal image of the Publisher or any third party, the Publisher grants the Advertiser and IDH the right, as well as third parties that received the licence to the Material, to use such personal image in the scope of the licence, including explicitly advertising purposes. The consent cannot be withdrawn, unless unconditionally binding provisions of law stipulate otherwise.
2. **The Publisher hereby confirms that (s)he obtained explicit consent of any third party presented in the Material to publish such Material and to use it for all purposes related to the given Campaign, including granting licences pursuant to the conditions of these T&C.**
3. The Publisher (or the third party) cannot withdraw his/her consent for the use of personal image, unless unconditionally binding provisions of applicable law foresee such right that cannot be waived. Should the Publisher or a third party withdraw a consent for the use of personal image presented in the Material during the licence term (10 years), the Publisher is obliged to return entire Remuneration (s)he received for the participation in Campaign (or other event) related to this Material, pay IDH a contractual penalty of EUR 1,000 and to cover all the losses and damages of IDH and Advertiser resulting from such withdrawal, if they exceed the amount of the contractual penalty. The Publisher must be aware of the fact that withdrawal his/her or third party's consent for use of personal image may cause severe financial losses to both - IDH and the Advertiser (as well as its direct client, if applicable).

#### VIII.5. USE OF MATERIAL(S)

1. **The Publisher hereby confirms that (s)he is aware and agrees that his/her Material may be unlimitedly used by the Advertiser and/or IDH, and/or third party** empowered by the Advertiser or IDH, **for any purpose** including above all advertising and marketing purposes (in digital), **without granting any further benefits or remuneration to the Publisher**(except for the Remuneration for the Campaign participation).
2. This section VIII does not apply to the Materials delivered to the Publisher directly by the Advertiser in scope of the Campaign, in accordance with the Campaign Rules (e.g. in case of 'video seeding'-based Campaigns ).

#### IX. SAMPLING CAMPAIGNS

1. The Publisher can be invited to and can decide to join a Sampling Campaign pursued through indaHash sending platform or otherwise. In such case, the Publisher is obliged to follow Campaign Rules and other instructions (including acceptance of relevant additional terms and conditions and other policies) and to provide IDH with a Material upon receiving a Product, unless otherwise stipulated in the Campaign Rules. IDH is not a supplier of the Product.
2. By joining a Sampling Campaign, the Publisher unconditionally agrees that IDH (or

any third party that reasonably may require such information in relation to the Campaign) receives and processes all personal and other data provided by the Publisher.

3. If the Publisher, who received a Product within the scope of Sampling Campaign, fails to correctly participate in such Campaign (which means also, but not exclusively, publishing in due time the approved Material), (s)he is obliged to immediately return the Product on the address indicated by IDH at his/her own expense. Failure to correctly participate in the Campaign can result in - technically or actually - blocking Publisher's account in the APP, which includes freezing funds cumulated on Publisher's account (the funds shall be released within 72 working hours since delivering Product back to address indicated by IDH, after deducting the cost that IDH has to cover for sending the Product to the Publisher amounting to an equivalent of EUR 10.00 in applicable currency, unless indicated or proved otherwise). Should IDH, the Advertiser or a third party suffer any loss or damage as a result of Publisher's failure to correctly participate in the Campaign, funds can remain frozen or/and deducted, and IDH (Advertiser/third party) can claim damages from the Publisher.
4. Participation in a Sampling Campaign automatically means that the Publisher read, understood and agreed for the T&Cs.

## **X. PUBLISHER'S OBLIGATIONS AND RESPONSIBILITY**

### **X.1. OBLIGATIONS**

10. **The Publisher undertakes to use the Service in accordance with the provisions of the Agreement.**
11. **The Publisher shall not inform any third party about his/her engagement in Campaigns via the Service, or any information obtained in connection with the use of the Service and participation in Campaigns, nor in any case should (s)he make public any details related to his/her remuneration for participation in Campaigns.**
12. The Publisher undertakes to monitor the up-to-date information on the Campaign and on changes made to the Service.
13. The Publisher is solely responsible for specifying correct bank account and details thereof, as well as for informing on Publisher's current shipping address.
14. The Publisher undertakes:
  - a. not to artificially influence or inflate the number of followers of his or her relevant Social Media profile,
  - b. to reimburse the damage caused by non-performance or improper performance of activities in case of Campaigns at the level of value of goods and shipping costs, where applicable.
15. The Publisher undertakes to indemnify and hold IDH harmless against any and all claims for damages, liabilities or any other demands for the payment of compensation arising from the activities of the Publisher performed within the framework of the Service or in the course of performance of obligations related to any Campaign. The Publisher shall compensate any costs or losses caused by the improper, negligent or unauthorized use of the Service or performance of the Campaign.

7. The Publisher hereby assures that (s)he shall not use the Service in a manner inconsistent with its purpose, such that it may hinder or prevent any other Users from accessing the Service or other Publishers using the Service/APP. In the event of the provision of Service being placed at risk for reasons specified in the preceding sentence, IDH, having first requested the Publisher to cease and desist from infringing activities, may suspend the provision of the Service to the Publisher. In cases where an immediate intervention on the part of IDH is necessary and where it is impossible to request the Publisher to cease and desist from infringing activities first, due the severity of the breach, IDH shall be entitled to immediately suspend the provision of the Service, of which suspension, IDH shall promptly notify the Publisher.

## **X.2. REPRESENTATIONS AND RESPONSIBILITY**

1. By entering into the Agreement and registering as a Publisher, the Publisher warrants that:

- a. (s)he has full capacity to enter into contracts or any legal transactions under the laws of his or her country of citizenship and residency,
- b. there are no legal or factual obstacles to the conclusion of the Agreement,
- c. all conditions necessary for such registration to be successful, valid, lawful and compliant with the Agreement are fulfilled.

**2. The Publisher represents and warrants to each of the Advertiser and IDH that (s)he has read, and understood and accepts the provisions of the Agreement, including the requirements on Eligibility in [section III.1](#), as well as other provisions of these T&C, the Advertiser Terms and Conditions, and Campaign Rules applicable to a particular Campaign.**

**3. The Publisher shall be solely responsible for the consistency of his or her actions, including published content, performed within the framework of the Service or the Campaign with the laws of his or her country of citizenship, residency or where the Campaign is visible.**

4. The Publisher shall be solely responsible for:

- d. his or her Social Media account(s);
- e. verifying whether the publication of specific information which forms the subject of the Campaign is permissible and consistent with the laws of his or her country of citizenship/residency;
- f. goods supplied by the Advertiser in order to perform activities pursuant to Campaign details and for the condition and merchantability and fitness for purposes of goods received as Remuneration.

5. The Publisher hereby acknowledges that in the event that a person without capacity to enter into legal transactions (or with restricted capacity to enter into legal transactions) purports to enter into the present Agreement, **the Agreement shall not be concluded unless the parents or legal guardian agree for such agreement to be concluded**. The Publisher shall be liable for any losses incurred by IDH which

arise, whether directly or indirectly, from a party without the appropriate legal capacity from entering into this Agreement.

6. The Publisher shall be responsible for the proper performance of the obligations imposed within the framework of the given Campaign and shall bear any and all costs arising from the performance of his or her obligations in the course of such Campaign. It is up to the Publisher to establish what such costs are, prior to agreeing to undertake a Campaign.

## **XI. DATA PROTECTION AND PRIVACY**

1. Our [Privacy Statement](#) and any other documents referred to therein sets out the basis on which any personal data IDH collect from a User or a Publisher, or that a User or a Publisher provide to IDH, will be processed by IDH (including transfer thereof to third parties, such as Advertisers).
2. By visiting the Site and/or downloading the APP the User accepts and consents also to the practices described in the [Privacy Statement](#). The User agrees that his/her personal data, including contact details, will be transferred to the Advertisers, if requested.
3. For the purposes of the Data Protection Acts 1998 and 2003 as amended (the Acts), the Data Controller is IDH. IDH's nominated representative for the purposes of the Acts is Sean Kavanagh.

## **XII. SECURITY**

1. After the Publisher's registration to the Service either through the Site or the APP is accepted, and subsequently when the Publisher logs to the Service via the APP, IDH shall protect such communications on the Site and in the APP by Secure Socket Layer (SSL). This is an industry standard technology designed to prevent information from being intercepted.
2. IDH may also implement its own additional security procedures on the Site or on the APP to prevent fraud. IDH reserves the right to enhance, amend and update its security procedures.
3. The Publisher acknowledges and agrees that there are certain risks associated with internet communications. The Publisher further 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 communications and data or consequent loss or damage suffered by Publisher arising out of the loss or delay of Publisher communications and data over the internet.
4. In order to prevent unauthorized persons from gaining access to the personal data submitted electronically by the Publisher on the APP and from modifying such data, the following technical measures shall be applied by IDH to the protection of IDH database from unauthorized access.

### **XIII. LIABILITY**

1. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IDH MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. IDH DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO USERS/PUBLISHERS IN CONNECTION WITH THE PROVISION OF THE SERVICE.
  
2. IDH shall accept no liability whatsoever for any costs or losses incurred by the Publisher in connection with the performance of his or her obligations arising in connection with the participation in the Campaigns. IDH shall accept no liability whatsoever for any losses or lost profits including indirect losses incurred by the Publisher in the use of the Service/APP.
3. IDH is not responsible for non payment of Remuneration in the lack of payment by the Advertiser.
4. IDH does not guarantee proper operation of the Service. IDH makes the Service available "as is"; although the Service has been tested and provides the intended functionalities, IDH makes no warranties as to the proper functioning thereof.
5. IDH shall accept no liability whatsoever for any interruptions in the access to the Service, for any instances of breach or loss of data in its information processing system, for any defects of the security system or for the operation of viruses and other harmful software components during the use of the Service.
6. IDH shall accept no liability whatsoever for any costs or losses incurred by the Publisher in connection with the performance of his or her obligations arising in connection with the participation in the Campaigns.
7. None of the previous provisions serve to exclude or restrict liability for death or personal injury caused by the negligence or by fraudulent misrepresentation of IDH.
8. Complaints submitted by the Publisher in connection with non-performance or improper performance of the Agreement by IDH must be sent by Publisher to IDH by e-mail to the address: [support@indahash.com](mailto:support@indahash.com) or in writing, to the address of the registered office of IDH. IDH shall endeavour to respond to any complaint as quickly as possible. IDH's ability to respond will be dependant on the nature and complexity of the complaint, the extent to which IDH can contact the Publisher to get information on the complaint and the extent to which IDH needs to obtain information from a third party relevant to the complaint to frame a response. Subject to the terms of the Agreement, IDH will make reasonable efforts to find a satisfactory solution to the complaint. If the complaint relates to the Advertiser, IDH will forward the complaint to the Advertiser with a request that the Advertiser contacts the Publisher.

#### **XIV. INTELLECTUAL PROPERTY RIGHTS**

1. IDH remains the owner of or an entity entitled to all copyrights, trademarks, intellectual property rights and other rights related to the Service/APP.
2. Any text, data, graphics, pictures, logos, photos, files and any other materials included on the Site or the APP as well as the selection, arrangement, coordination and compilation of materials and the overall appearance and character of the website are the intellectual property of IDH or their respective owners. They are protected under copyright, design right, patents, trademarks or under other provisions, including the provisions of international conventions as well as provisions of the law of intellectual property.
3. The Agreement does not form the basis for the acquisition by the Publisher, in any manner whatsoever, of any rights or licenses, save for the right to use the Service via the APP.

#### **XV. CHANGES TO THE IDH TERMS AND CONDITIONS**

1. IDH can amend these T&C from time to time.
2. The User or Publisher should look at the top of the first page to see when these T&C were last updated and which terms were changed. Every time as a Publisher you undertake Campaign activities, the T&C in force will apply at the time the activities commence.
3. IDH may also revise these T&C as they apply to a particular Campaign undertaken by a Publisher from time to time to reflect the following circumstances: changes in relevant laws and regulatory requirements; or the need to adjust the activities of IDH to the obligations, rulings, decisions, determinations or guidelines of any regulatory authority or arising from, the decision of a public administration authority having jurisdiction with respect to the activities of IDH or arising from a court judgement applicable to the activities of IDH, having an impact on the mutual rights and obligations laid down in the Agreement; a change in the manner of the provision of the electronically supplied services by IDH arising exclusively due to technical or technological reasons; change in the scope or rules of the provision by IDH of the Services to which the provisions of the Agreement apply through the introduction of new functionalities or services or the modification or removal by IDH of existing functionalities or part of the Service, where such functionalities or Service are covered by the Agreement and offered to the consumer.
4. If IDH revises these T&C, IDH will inform the Publisher about such revision of T&C by publishing relevant information in the APP and via e-mail. In such event, a Publisher shall have the right to terminate the Agreement within the period of 14 days following the date on which the Publisher have (or reasonably could have) acknowledged such notification of the changes made to these T&C by properly informing IDH about such termination e.g. by sending relevant message via contact form in the APP. If the Publisher continues to use the Service, (s)he will be deemed to have accepted the revised T&C.

#### **XVI. WITHDRAWAL, TERM AND TERMINATION OF THE AGREEMENT**

1. The Agreement enters into force following the registration of a User as a Publisher.
2. To the extent that the Publisher is a consumer, and the Agreement is accepted by the

User registering as a Publisher, this is a distance contract to which the provisions of the Consumer Rights Regulations shall apply.

3. The Publisher shall have the right to withdraw from the Agreement (and hence the Service) within the period of 14 days from the date of receipt of the information on the positive verification (approval) of the Publisher referred to in [point III.2.\(2\)](#) above, without the obligation to state the reasons for such withdrawal or to incur any costs other than those provided for under the provisions of applicable laws.
4. The Publisher shall be entitled to withdraw from the Agreement for the provision of the Service. A statement of withdrawal may, in particular, be submitted using the sample withdrawal form (WITHDRAWAL FORM). This, however, does not in any way limit the right of the consumer to make any other unambiguous statement informing of the decision to withdraw from the agreement.
5. The right of withdrawal from the Agreement shall not apply where the performance of the Service has begun with the express consent of the Publisher prior to the lapse of the period for withdrawal from the Agreement and after IDH has notified the Publisher that the right of withdrawal is no longer available (as mentioned in [point III.3\(3\)](#) above).
6. In case of the Service, the Publisher shall be free to decide whether to retain the right of withdrawal or whether to commence the provision of the Service. Once the decision to retain the right of withdrawal is adopted, the provision of the Service shall commence following the lapse of the period for withdrawal, i.e. within 14 days.
7. The Publisher has the right to terminate the Agreement at any time by sending a relevant information via contact form available in the APP, provided that such termination shall be effective upon the end of all pending Campaigns in which the Publisher takes part. The Publisher who unsubscribed from the Service does not have to be accepted as a Publisher again (if IDH decides so- no justification of such decision is required).
8. IDH reserves the right to terminate the Agreement and Publisher's access to the Service immediately where:
  - a. IDH considers that the Publisher does not satisfy the conditions for the Campaign, breaches the provisions of applicable laws and acts to the detriment of the Advertiser or IDH,
  - b. the Publisher acts dishonestly by artificially generating an interest in his or her Social Media or APP profile,
  - c. IDH receives credible information that the Publisher infringes the provisions of applicable laws of the country of his or her citizenship/residency or breaches the terms of use of Social Media,
  - d. the Publisher deletes his or her Social Media account or whole or the part of its content, or the account is otherwise removed,
  - e. The Publisher changes its Social Media account status from publicly available to private,
  - f. relevant Social Media discontinues its activities or substantially changes the scope thereof,
  - g. the Publisher fails to join any Campaign for a period of 3 months as of APP account registration approval.

IDH shall promptly notify the Publisher of the termination of the Agreement via email. The Agreement shall expire immediately following the termination thereof; from that moment onwards, the Publisher shall not be entitled to any Remuneration for participation in

Campaigns.

9. IDH reserves a the right to modify, update, change or discontinue the Service, thereby terminating this Agreement with 14 days' notice. In the event of termination of the Agreement the Publisher is entitled to receive Remuneration due to him/her on the date of termination provided that the data provided by the Publisher is up-to-date, correct and complete.

## **XVII. MISCELLANEOUS**

1. The Publisher may not assign his or her rights or obligations arising hereunder, whether in whole or in part, to any third parties without the prior consent of IDH expressed explicitly in writing otherwise being null and void.
2. The conclusion of the Agreement does not give rise to an employment relationship or the establishment of a partnership and may not be treated as such. The relationship of the Publisher to IDH will be that of service-user and nothing in this Agreement shall render the Publisher an employee, worker, agent or partner of IDH and the Publisher shall not hold himself/herself out as such.
3. Should any of the provisions or any part of the Agreement become invalid or unenforceable to any extent whatsoever, the Parties shall agree upon any necessary amendments to the Agreement which shall ensure that the interests and aims of the parties prevailing at the time of performance of the Agreement are given effect.
4. The Agreement and the other IDH policies incorporated into this Agreement by reference sets forth the entire agreement between the Parties and supersede all other arrangements, agreements and/or memoranda (whether made in writing or orally) made between the parties, pertaining to the obligations and liability of IDH with regard to the provision or implied provision, non-performance or delays in the performance of any services rendered under the Agreement, unless explicitly stipulated otherwise herein
5. In the event of any disputes arising hereunder, the Parties shall make reasonable efforts towards reaching a resolution by way of mediation.
6. The Vienna Convention on the international sale of goods shall not apply to the Agreement
7. This Agreement is governed by the laws of Ireland and the parties submit to the non-exclusive jurisdiction of the courts of Ireland in relation to any dispute (contractual or non-contractual) concerning the Agreement or its terms. However, where the Publisher is a consumer and (s)he is a resident of an EU country other than Ireland, (s)he may also bring proceedings in that EU country in which (s)he is resident, provided that such right is stipulated by the binding provisions of law.

### **Schedule 1**

#### **Publisher's Cancellation Form**

In this clause contract, means the contract for the Service by IDH for the Advertiser in the context of a particular Campaign approved by the Advertiser, and IDH. You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform IDH and [support@indahash.com](mailto:support@indahash.com) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model [cancellation form](#), but it is not obligatory. To

meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## **EFFECTS OF CANCELLATION**

If you cancel this contract, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract. The contract may not be terminated by the Publisher if the performance of the Service has begun with the Publisher's prior express consent and the Publisher acknowledges that (s)he will lose the right once the contract has been fully performed by IDH.

## Attachment 2:

### 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.

## **Attachment 3:**

### **Privacy Statement - how we protect your data**

#### **General statement**

This Privacy Statement describes our collection, use, disclosure, retention and protection of your personal information. It applies to any indaHash site where this Privacy Statement appears in the footer, and to any indaHash application, service, or tool (collectively "Services") where this Privacy Statement is referenced, regardless of how you access or use them, including through mobile devices.

By using our Services, applications and/or registering for an account with us, you are accepting the terms of this Privacy Statement and you are consenting to or you acknowledges our collection, use, disclosure, retention and protection of your personal information as described in this Privacy Statement. If you do not provide the information we require, we may not be able to provide all of our Services to you.

#### **What does this privacy statement cover?**

This privacy statement is to inform you regarding the use of your personal information which is collected during your visit to one of our websites or registration to indaHash app.

This privacy statement applies to the our websites and mobile applications.

#### **Who is the data controller?**

Co-controllers of your personal data (i.e. entities that jointly determine purposes and ways of processing data) are: IDH Media Limited in Dublin and IDH Media S.A. in Warsaw (hereunder referred to as "we").

We have appointed **data protection officer**, who is a person that can provide you with detailed information about your personal data processing.

Contact us: [dpo@indahash.com](mailto:dpo@indahash.com) or indaHash, Solec 22, 00-410 Warsaw (Poland).

#### **Personal information**

"Personal information" is information that can be associated with a specific person and could be used to identify that specific person whether from that data or from that data and other information that we have or are likely to have access to.

Any personal information which you volunteer to us will be treated with the highest standards of security and confidentiality.

#### **Collection and use of personal information**

We collect, process and retain personal information from you and any devices (including mobile devices) you may use when you: use our Services, register for an account with us, provide us information on a web form, update or add information to your account, or dispute resolution, or when

you otherwise correspond with us regarding our Services.

**The personal information we collect includes the following:**

**Personal information you give us when you use our Services or register for an account with us**

- Identifying information such as email, instagram.com account name when you register for an account with us,
- Other content that you generate, or that is connected to your account,
- Financial information (such as bank account numbers, your name, addresses, telephone numbers) in connection with a transaction,
- You may also provide us other information through a web form, by updating or adding information to your account, dispute resolution, or when you otherwise correspond with us regarding our Services.

**Personal information we collect automatically when you use our Services or register for an account with us**

- We also collect information about your interaction with our Services, your communications with us. This is information we receive from the devices (including mobile devices) you use when you use our Services, register for an account with us, provide us information on a web form, update or add information to your account, participate in community discussions, chats, or dispute resolution, or when you otherwise correspond with us regarding our Services. This information comprises the following: name, surname, address, bank account, e-mail, social media account(s) data, nick
- Computer and connection information such as statistics on your page views, traffic to and from the sites, referral URL, ad data, your IP address, your browsing history and your web log information

**Personal information we collect using cookies, web beacons, and similar technologies**

We use cookies, unique identifiers and similar technologies to collect information about the pages you view, all necessary information about cookies other technologies, purposes is available at [Cookie Policy](#). ([Attachment 4](#))

**Why are we processing your data?**

Above all, we are processing your personal data because it is necessary to execute the binding agreement between us. We are processing your data in order to enable you using services offered in scope of the indaHash app and in order to contact you in relation to the provided services.

Should the legal regulations require us to do so - we will also process your data for tax and accounting purposes.

Additionally, we are processing your data based on our legitimate interest which is the necessity to conduct analyses and statistics aimed at - on one hand - improvement of app functionalities and features and - on the other - ensuring security and efficiency of usage thereof.

We will process your data to inform you about indaHash world news - we will do so based on our legitimate interest, being direct marketing.

We can also process your data in order to conduct proceedings related to your complaints and other claims. Such processing is based on our legitimate interest being an ability to defend ourselves against claims or to enforce our claims.

Our legitimate interest will also be the processing of your data in order to detect fraud and abuse and conduct activities of a preventive character and ensuring safety in the Service.

Should the legal regulations require us to do so - we will also process your data for tax and accounting purposes.

### **Data retention period**

We retain your personal information as long as it is in the line with applicable laws and necessary and relevant for our operations. In addition, we may retain personal information from closed accounts to comply with national laws, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigation, enforce our Agreement and take other actions permitted or required by applicable national laws. After it is no longer necessary for us to retain your personal information, we dispose of it in a secure manner according to our data retention and deletion policies.

If you discover that We hold inaccurate information about you, you can request the Us to correct that information. Such a request must be in writing or via e-mail.

### **Your rights**

In relation to personal data processing, you can execute the following rights: access, rectify, restrict processing and erasure of your data. You can also obtain information on basic content of arrangements between us (co-controllers) related to fulfillment of our obligations resulting from personal data security regulations.

Additionally, you have a right to object against processing of your personal data, if we are processing them:

- for the purpose of direct marketing or
- based on our legitimate interest and you - as a result of your extraordinary situation - do not agree for that anymore.

You also have right to data portability. It means that you can obtain from us your data in a structured, commonly used and machine-readable format. You can send such data to another controller or demand that we do that for you. We will only send such data to another controller, provided that it is technically possible.

In order to execute your rights mentioned above, please contact our data processing officer (you can find contact details above).

If we ask you to grant your consent for personal data processing, you will always be entitled to withdraw such consent (and it will be as simple as granting such consent). Withdrawal of your consent shall not affect lawfulness of personal data processing based on the consent before such withdrawal.

You also have right to file a claim to a supervising authority competent in scope of personal data protection.

### **Disclosure**

We transfer your data to other entities, if it is necessary to provide the service or enable you to take

part in the campaigns, required by binding provisions of law or justified by operational necessity (e.g. hosting provider). It means that we can transfer your personal data to:

- our (co)workers and (co)workers of other companies from our capital group;
- our clients,
- courier company,

banks and entities providing payment services,

- our other subcontractors, provided that we entrust them execution of activities requiring transfer of your data (such entities will act solely based on the agreement we have concluded with them)

- relevant authorities, if it is required by binding provisions of law.

### **Transfer of data outside the European Economic Area (EEA)**

We transfer your data only for the purpose of execution of the campaign you want or could take part in. Your data can be transferred to an Advertiser outside the EEA only if you are taking part in a campaign outside this area. Since indaHash operates all over the world, it happens sometimes that providers of daily operation services (necessary for our operational and technological activities), including for instance servers, hosting, project management platform, software, bookkeeping platforms etc., are located outside the EEA and they also receive (or may receive) your data, if that is necessary

All transfers outside the EEA are based on, so called, standard contractual clauses, approved by the European Commission, which ensure appropriate security standards in accordance with binding provisions of law.

### **Complaints about data processed via the website.**

If you are concerned about how personal data are processed via this website, please do not hesitate to bring such concerns to the attention of the Company at the contact details below: [dpo@indahash.com](mailto:dpo@indahash.com)

### **Collection and use of technical information**

We may automatically collect non-personal information about you such as the type of internet browsers you use or the website from which you linked to our website. You cannot be identified from this information and it is only used to assist us in providing an effective service on this web site.

### **Security**

We protect your information using technical and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centres and information access authorization controls. If you believe your account has been abused, please contact us.

### **Changes to this policy**

From time to time we may make changes to this privacy statement. If we make any substantial changes to this privacy statement and the way in which we use your personal data we will post these changes on this page and will do our best to notify you of any significant changes. Please check our privacy statement on a regular basis.

## Attachment 4:

# Mobile Cookie policy

### Indahash Cookie Policy

We use the term “cookies” to refer to cookies and other similar technologies covered by the EU Directive on privacy in electronic communications.

#### Why we collect your data via cookie or other technology?

By collecting your data, it allows us to understand what your needs and wants are, provide personalised content.

#### Cookies and IP Addresses

When you visit one of our websites, we may send you a cookie. A cookie is a small file which is placed on your computer or device.

#### Essential and Functional Cookies

These cookies are essential for the running of our websites. Without the use of these cookies parts of our websites would not function.

#### Analytical Performance Cookies – google

We use these types of cookies to monitor our websites performance and how their users may use it. These cookies provide us with information that helps us provide better products to their users and also to identify any areas that may need maintenance.

#### The list of cookies:

Cookie name	Expiration time	What it does?
<b>Indahas h</b>		
idh	24 hours	Used to keep user logged in in the application
locale	1 year	Stores selected language and is used again after user authorizes
affiliate	1 year, until accessed again	Keeps track of affiliate user id for currently logged in user, it is deleted just after it is accessed for read
<b>Google</b>		
__utma	2 years from set/update	Used to distinguish users and sessions. The cookie is created when the javascript library executes and no existing __utma cookies exists. The cookie is updated every time data is sent to Google Analytics.
__utmt	10 minutes	Used to throttle request rate.

__utmb	30 mins from set/update	Used to determine new sessions/visits. The cookie is created when the javascript library executes and no existing __utmb cookies exists. The cookie is updated every time data is sent to Google Analytics.
__utmc	End of browser session	Not used in ga.js. Set for interoperability with urchin.js. Historically, this cookie operated in conjunction with the __utmb cookie to determine whether the user was in a new session/visit.
__utmz	6 months from set/update	Stores the traffic source or campaign that explains how the user reached your site. The cookie is created when the javascript library executes and is updated every time data is sent to Google Analytics.
__utmv	2 years from set/update	Used to store visitor-level custom variable data. This cookie is created when a developer uses the <code>_setCustomVar</code> method with a visitor level custom variable. This cookie was also used for the deprecated <code>_setVar</code> method. The cookie is updated every time data is sent to Google Analytics.

We may also track IP addresses. An IP Address is a number that can identify an Internet Service Provider and country location. It cannot provide personal information.

### How to control the use of cookies

You are not obliged to accept cookies and may modify your browser so that it will not accept cookies. The browser you use to surf the web not only allows you to see the cookies that you have got but also allows you to control their use.

You can control them by allowing them, deleting them individually or deleting all of them. You can also set your browser to not accept cookies altogether. If this option is selected, you should be aware that many websites will not function properly or at all. It may be possible to set your browser to not accept cookies and ask for your consent before each cookie is set on your device. This gives you control over what is set on your device, however has the drawback of slowing down your browsing experience.

There are different levels of control too. You are able to prevent just third party cookies being deployed. In order to manage your cookies, please select your browser from the list below and follow the instructions:

- [Internet Explorer](#)
- [Chrome](#)
- [Safari](#)
- [Firefox](#)
- [Opera](#)

Mobile devices:

- [Android](#)
- [Safari](#)
- [Windows Phone](#)
- [Blackberry](#)

### Useful information about Cookies

Further information about cookies can be found on the all About Cookies [allaboutcookies.org](http://allaboutcookies.org)

If you have any questions about the use of cookies on our websites, please email: [support@indahash.com](mailto:support@indahash.com)

### **Web Beacons and URL tracking**

As part of our email communications and website analyses, we may use web beacons and track URL's.

Web beacons are electronic files that count users who access a website or page and can also allow us to see if a cookie has been activated.

Tracked URLs will count the amount of clicks on a web page.

You can't decline web beacons, however by preventing cookies being used on your computer, you can prevent web beacons from tracking your activity. For information about managing your cookie options, please click here.

**Please be aware that if you disable cookies, many services on our websites will not be available to you, particularly those that contain personalised content as outlined in the section Personalised content.**

### **Device Identifiers**

Our Apps require access to the following services on your mobile device: UDID, MAC address, or other applicable device identifier. We send this information to our servers for the purpose of validating free trials. We do not share this information with any 3rd parties.

### **More about your privacy**

To find out more about how We protect your privacy when using our website, see our [PrivacyStatement](#).

### **Changes to this policy**

From time to time we may make changes to this cookie policy. If we make any substantial changes to this cookie policy we will post these changes on this page and will do our best to notify you of any significant changes. Please check our cookie policy on a regular basis.

\_\_\_\_\_ (place, date)

\_\_\_\_\_ (name),  
\_\_\_\_\_ (surname)  
\_\_\_\_\_ (social media login)

### **Cancellation Form (template)**

I, hereby, withdraw from a contract with IDH Media Limited for to the non-paid service provided by IDH Media Limited, in regard to either or both:

use of the mobile application *indaHash*, within 14 days as of registration,

\_\_\_\_\_ (within other scope - please name it),  
in accordance with IDH terms of service for Publishers, as published:  
[https://indahash.com/page/terms\\_publishers](https://indahash.com/page/terms_publishers).

\*The reason for cancellation is \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
(signature)

\*Not obligatory

We process your personal data provided in the form in order to process submitted cancellation form and/or provide answers to your questions. Co-controllers of your personal data are IDH MEDIA S.A. with its registered seat in Warsaw and IDH Media Limited, with its registered seat in Dublin. You have right to object, right to access to your data, right to rectify your data, right to delete or restrict data processing. Detailed information regarding processing of your personal data you will find [Privacy Policy](#).