

TRAFFICWATCHDOG TERMS OF SERVICE

§1

DEFINITIONS

The following capitalized phrases are used in the following section of the Regulations and are to be understood in the sense given below, unless the context of their use, clearly indicates otherwise.

1. **Price List** - an offer showing the variants and prices of the Subscription Plans offered by TrafficWatchdog.
2. **Visit Data** - visit data collected and generated by the Detection Code on the Customer's Site when using the Service, which is processed by the Software.
3. **Documentation** - means any accompanying documentation made available to the User by TrafficWatchdog in any format (electronic and non-electronic).
4. **Password** - a string of alphanumeric characters specified by and assigned to a TrafficWatchdog User. The Password is required to log in to the Customer Account or Demo Account. The User is obliged to keep the Password strictly confidential (not to disclose it to any third party). The Password may be changed in the settings of the Customer Account or Demo Account.
5. **Client** - a natural person, legal entity or organizational unit that is not a legal entity, which is granted legal personality by law, properly represented by a competent natural person, who, by accepting the Terms and Conditions and completing the Registration, entered into an Agreement with TrafficWatchdog for the provision of Services, established a Client Account and received access to the Services after fulfilling the conditions provided for in the Terms and Conditions.
6. **Click** - interactions generated in an online or mobile channel leading to a redirect to a particular Website.
7. **Detection Code** - TrafficWatchdog's proprietary javascript code and pixel codes made available to the Customer for the purposes and under the terms described in the Terms and Conditions.
8. **Customer Account** - a space made available to the Customer within the TrafficWatchdog Website, allowing the Customer to use the Services. The Customer accesses the Customer Account by means of a Login and Password. The Customer logs into his/her Customer Account after registering or otherwise gaining access from TrafficWatchdog.
9. **Demo Account** - a space made available to the Potential Customer within the TrafficWatchdog Website, allowing to get acquainted with the demo version of the Services (the data presented therein are examples, and the Potential Customer does not have the opportunity to download and implement the Detection Code). The Potential Customer accesses the Demo Account with a Login and Password. The Potential Customer logs into his Demo Account after registering or otherwise obtaining access from TrafficWatchdog. The period of access to the Demo Account is 7 days.
10. **Account(s)** - collectively referred to as Customer Account and Demo Account.
11. **Lead** - a contact or purchase form generated online or mobile.
12. **Login** - an individual and unique identifier of the TrafficWatchdog User on the TrafficWatchdog Website.
13. **Subscription Period** - the period of operation of the Service for which the Subscription Fee has been paid.
14. **Subscription Fee** - the total monthly fee for the Service in the amount specified in the Subscription Plan selected by the User.
15. **Software** - the software owned by TrafficWatchdog and any updates to it that receives, processes and analyzes the collected Visit Data when using the Service.

16. **Subscription Plan** - a variant of the provided Service selected from the plans available on the TrafficWatchdog Website or as a result of individual arrangements between the User and TrafficWatchdog.
17. **Potential Customer** - a natural person, legal person or an organizational unit that is not a legal person, which is granted legal personality by law, properly represented by a competent natural person, who, by accepting the Terms and Conditions and fulfilling other requirements set forth in the Terms and Conditions, uses the part of the TrafficWatchdog Website that does not require access authorization or a Demo Account.
18. **Report** - a summary of collected and analyzed data made available in the Customer's Account on the TrafficWatchdog Website or downloaded by the Customer in the form of .pdf, .csv, .xls, xlsx, doc, docx files.
19. **Rules and Regulations** - these Rules and Regulations together with all annexes mentioned in their content.
20. **Registration** - a set of technical activities performed with the use of tools available on the TrafficWatchdog Website, the purpose of which is to set up an Account, in particular, making a statement of acceptance of the content of the Terms and Conditions, filling in the registration form with the required User data.
21. **TrafficWatchdog** - Spark DigitUP Sp. z o.o., Plac Wolnica 13 lok. 10, 31-060 Kraków, NIP 6762496391, registered in the District Court of Kraków-Śródmieście, XI Economic Department of the National Court Register under KRS number 0000587711, REGON 363042916, share capital of PLN 205,000.00, owner of TrafficWatchdog.
22. **Agreement for the provision of Services (Agreement)** - an agreement for the provision of Services by electronic means concluded between the Client and TrafficWatchdog upon acceptance of the Terms and Conditions by the User, under the terms and conditions set forth in the Terms and Conditions. Acceptance of the Terms and Conditions is tantamount to the conclusion of an Agreement for the provision of Services by electronic means without the need to conclude any separate agreement in this regard.
23. **Service(s)** - functionalities of the TrafficWatchdog Website, Detection Code and Software to which the User is granted electronic access under the terms of the Agreement. The detailed scope of the Services is defined in each case and results from the Subscription Plan selected by the User.
24. **User(s)** - collectively referred to as Customer and Potential Customer.
25. **Customer User** - a user visiting the Customer Site.
26. **TrafficWatchdog Website** - a group of websites and applications at <https://trafficwatchdog.pl> operated by TrafficWatchdog.
27. **Customer Site** - a group of websites and applications belonging to the Customer, or to which the Customer has authorized access, which are added in the settings on the Customer Account or on which the Detection Code has been implemented.
28. **Technical Requirements** - minimum technical requirements, the fulfillment of which is necessary to use the TrafficWatchdog Website and conclude the Service Agreement, i.e.: having a computer or other device connected to the Internet, equipped with one of the following web browsers (in the indicated or newer versions): IE (min. version 9) or Google Chrome (min. version 36) or Mozilla Firefox (min. version 29) or Safari (min. version 10.8), supporting JavaScript and allowing cookies. To create a Customer Account or Demo Account, the User must have an active e-mail address.

§2

GENERAL PROVISIONS

1. The Regulations constitute the rules and regulations referred to in Article 8(1)(1) of the Act of July 18, 2002 on the provision of electronic services and specify:
 - 1) types and scope of Services provided electronically;
 - 2) terms and conditions for the provision of Services by electronic means, including:

- a) technical requirements necessary for cooperation with the information and communication system used by TrafficWatchdog,
 - b) Prohibition of providing unlawful content by Users,
 - 3) the rules of use of the TrafficWatchdog Website and the Services offered by TrafficWatchdog,
 - 4) rights and obligations of TrafficWatchdog and Users,
 - 5) terms and conditions for the conclusion and termination of the Agreement for the provision of Services by electronic means,
 - 6) rules on the protection and processing of personal data of Users and Customer Users,
 - 7) complaint procedure.
2. The Terms and Conditions are freely available to the User at any time at the following address: URL: <https://trafficwatchdog.pl/en/docs/terms-of-service> along with the possibility of its acquisition, reproduction and recording of its content by means of the information and communication system used by the User.
 3. The User declares that he/she is an entrepreneur within the meaning of Article 43[1] of the Civil Code of April 23, 1964 and will use the Services in the course of his/her business or professional activity.
 4. The use of the TrafficWatchdog Website and the Services requires that the terminal device and the ICT system used by the User meet the minimum Technical Requirements.
 5. Access to some of the paid Services is possible after creating an Account within the TrafficWatchdog Website, as well as after fulfilling other conditions indicated in the Terms and Conditions, including the selection and payment of the Subscription Plan selected by the Customer.
 6. TrafficWatchdog reserves the right to restrict access to selected Services offered through the TrafficWatchdog Website in cases specified in the Terms and Conditions.
 7. TrafficWatchdog support personnel may, with your consent, log into your Customer Account or Demo Account for the purpose of maintaining or improving the Service, including providing assistance with technical or billing issues. User hereby acknowledges and consents to such access.
 8. TrafficWatchdog shall ensure the operation of an information and communication system that allows the Customer to use the Services in a manner that prevents unauthorized access to the content of the message comprising the Service, in particular using cryptographic techniques appropriate to the characteristics of the Service provided, and allows unambiguous identification of the parties to the Service provided electronically. In the event of planned interruptions, upgrades, or in other similar cases, TrafficWatchdog may notify the User by means of the e-mail address provided to the User or in the form of a message on the website within the TrafficWatchdog Website.

§ 3

TYPES AND SCOPE OF SERVICES PROVIDED BY TRAFFICWATCHDOG

1. Under the terms of the Regulations, TrafficWatchdog provides the following Services to Users:
 - a. enable Users to create and use a Customer Account or Demo Account,
 - b. provision of Detection Code to collect and send Visit Data during a session on the Customer Site,
 - c. using the Software to give a rating to visits to the Customer Site,
 - d. presentation of processed and analyzed data from the Client's Site in the Client's Account,
 - e. viewing, generating and downloading Reports,
 - f. optimization of ongoing marketing activities in terms of protection against marketing abuse.
2. In order to use the Services, the User is required to register.

3. The contract for the provision of Services by electronic means is concluded when the User accepts the content of the Regulations.
4. TrafficWatchdog provides Services pursuant to a concluded Agreement for the provision of Services by electronic means:
 - a. with regard to the Services of creating and using a Customer Account or Demo Account - from the moment the User registers,
 - b. with regard to the Services specified in § 3.1.b.-f. Regulations - within 3 working days from the date of crediting the User's payment for the invoice issued by TrafficWatchdog based on the Subscription Plan and Subscription Period selected by the User.
5. TrafficWatchdog may also begin providing a selected Service to the Customer on an individual basis with the Customer.
6. For the TrafficWatchdog Services provided, remuneration is due in the amount of the Subscription Fee each time specified and resulting from the Subscription Plan.

§4

TERMS OF SERVICE - REGISTRATION, CREATION AND USE OF AN ACCOUNT

1. The creation of a Customer Account or Demo Account is made through Registration. In order to complete the Registration, the User is obliged to fill in the registration form provided within the TrafficWatchdog Website in accordance with the rules indicated below and send the completed registration form electronically to TrafficWatchdog.
2. The User in the registration form is obliged to provide data marked as mandatory. In the registration form, the User also has the option to provide non-mandatory data or to give non-mandatory consents for the processing of his/her personal data in accordance with the formulas provided in the registration form.
3. As a condition for Registration and further use of the TrafficWatchdog Website and access to the Services, the User must accept the content of the Terms and Conditions. Acceptance of the Terms and Conditions is tantamount to the conclusion of the Agreement without the need to conclude any separate agreement in this regard.
4. TrafficWatchdog also allows the possibility of establishing cooperation with the User by concluding a separate agreement for the provision of Services, including in writing. In this case, the Terms and Conditions will be an integral part of the agreement, unless the parties agree otherwise.
5. Registration is conditional on TrafficWatchdog activating the Account and granting the User access to the Account. After the User submits the Registration form, TrafficWatchdog shall send the User a feedback message to the email address provided by the User with information on how to complete the activation and grant the User access to the Customer Account or Demo Account.
6. After a properly executed and activated Registration, the User gains access to the Customer Account or Demo Account by logging in to the TrafficWatchdog Website using the Login and Password.
7. The Customer or Potential Customer has the opportunity after logging into the Account to edit their data and voluntarily add additional information.
8. The user is obliged to:
 - a. provide in the registration form when creating a Customer Account or Demo Account only true, current and all required data,
 - b. promptly update the data, including personal data, provided during Registration, in particular to the extent that it is necessary for the proper provision of the Services,
 - c. maintain the confidentiality of the Login and Password.

§ 5

FURTHER TERMS OF SERVICE

1. The services specified in § 3 section 1 letters b.-f. Regulations TrafficWatchdog provides to Users who have completed Registration. TrafficWatchdog provides these Services through the TrafficWatchdog Website and with the use of Detection Code and Software.
2. After a properly executed and activated Registration, the User within the Account has the opportunity to select - or if it has been established through individual arrangements access to the selected Subscription Plan, Subscription Period and Subscription Fee. The detailed scope and period of the provided Services referred to in § 3.1.b.-f. above is always defined and each time results from the Subscription Plan and Subscription Period selected by the User.
3. The launch of the Services and the User's access to the Services referred to in § 3.1.b.-f. of the Regulations. Regulations takes place after:
 - a. User's confirmation of the Subscription Plan and Subscription Period by individual arrangement - or User's selection in the Customer Account of the Subscription Plan and Subscription Period,
 - b. payment by the User of the Subscription Fee in accordance with the selected Subscription Plan and Subscription Period,
 - c. implementation of the Detection Code in the Customer Site.
4. In case of technical problems with the placement of the Detection Code, the Customer may at any time contact TrafficWatchdog for technical assistance via e-mail kontakt@trafficwatchdog.pl or the ticket form available on the TrafficWatchdog Website.
5. After the User selects a Subscription Period, TrafficWatchdog shall, within 30 days from the date the User selects a Subscription Plan, make available to the User in the Account or send to the User's email address an invoice for the Services provided. From the moment TrafficWatchdog records the User's payment of this invoice, TrafficWatchdog will begin providing the selected Service to the Customer within 3 business days.
6. Failure to pay the Subscription Fee within the period specified in the Subscription Fee invoice made available to the User may result in automatic blocking of access to the Account. Payment of the Subscription Fee by the User within 14 days from the date of blocking the access to the Account will result in unblocking the access. The ineffective lapse of the 14-day period counted from the date of blocking access to the Account will result in possible deletion of the Account and termination of the Agreement. The date of payment shall be the date on which the amount paid is credited to TrafficWatchdog's bank account.

§ 6

DURATION AND TERMINATION OF THE CONTRACT

1. The contract is for an indefinite period.
2. Either party may terminate the Agreement by giving 1 month's notice.
3. Termination of a given Subscription Period or submission by the User of a request to remove the Account shall not cause termination of the Agreement. If the User submits a request for deletion of the Account, such request shall be treated as the submission of a statement of termination of the Agreement with the notice period specified in paragraph 2, unless something else results directly from the statement submitted by the User.
4. TrafficWatchdog may at any time block the User's access to the Account or suspend the Service in cases indicated in the Regulations.
5. TrafficWatchdog may unilaterally terminate the Agreement with immediate effect in the event that the User:
 - a. violates the provisions of the Regulations,
 - b. uses the Service, the Software or the Detection Code in a manner that may endanger the interests of TrafficWatchdog or third parties, including other Users,
 - c. violates the rules of fair economic trading, in particular by failing to comply with the law,
 - d. violates generally applicable ICT security rules by failing to properly protect its equipment from external attacks,

- e. uses the Services in a manner that may result in interference with the proper functioning of the TrafficWatchdog Site, the Services, the Software or the Detection Code,
 - f. distributes computer viruses or malware,
 - g. will attempt to change or make changes to the parameters of the Software or the Detection Code.
6. The Agreement may be concluded for a definite period of time in case of individual arrangements between the parties or if TrafficWatchdog provides and the User selects such an option in the Account (e.g., test package). In such case, the Agreement shall expire at the expiration of the time for which it was concluded.
 7. The outstanding balance shall become immediately due and payable upon termination or expiration of the Agreement for any reason, and any costs of collection, including collection (including legal fees) incurred by TrafficWatchdog shall be included in the amount due.
 8. Upon termination or expiration of the Agreement, TrafficWatchdog shall cease to provide the Services and the User shall remove all copies of the Detection Code from the Client Site and confirm this in writing or by email to TrafficWatchdog within 3 (three) days after termination or expiration of the Agreement. If the User fails to remove the Detection Code from the Customer Site - TrafficWatchdog shall be entitled to charge a fee based on the continued performance of the Agreement.
 9. In the event of termination or expiration of the Agreement:
 - a. the user will not be entitled to a refund of remuneration or any other fees,
 - b. all data from Historical Reports will no longer be available to you, unless otherwise specified in the Agreement.

§ 7

RULES OF USE OF TRAFFICWATCHDOG WEBSITE

1. TrafficWatchdog reserves the right to modify the technical implementation of the Services, according to the scope and conditions of its authority, and according to its technical capabilities.
2. In order to ensure the security of the transmission of messages and in connection with the Services provided, TrafficWatchdog shall take technical and organizational measures appropriate to the degree of security risk of the Services provided.
3. TrafficWatchdog performing the Service for the User does not guarantee the retrieval of all information that was to be recorded for each visit from the Customer's Site and does not guarantee the recording of the Visit Data of each visit from the Customer's Site.
4. In particular, the user is obliged to:
 - a. use the Services offered by TrafficWatchdog in a manner consistent with the provisions of applicable law, the provisions of the Regulations, as well as with accepted customs and rules of social coexistence, including in a manner that is not burdensome to other Users and TrafficWatchdog and does not interfere with the operation of TrafficWatchdog or the TrafficWatchdog Website,
 - b. timely payment of the invoice and other fees and costs agreed upon by the User and TrafficWatchdog,
 - c. not to provide or transmit within the TrafficWatchdog Website any content prohibited by the provisions of applicable law, in particular content that violates third parties' property copyrights or their personal rights,
 - d. not taking actions such as:
 - a. posting any content on the TrafficWatchdog Website that violates the law (prohibition of posting illegal content),
 - b. undertaking IT activities or any other activities aimed at coming into possession of information not intended for the User, including data of other Users,

- c. modifying in an unauthorized manner the content provided by TrafficWatchdog, in particular that provided within the TrafficWatchdog Website,
 - d. abuse of the rights granted to the User by TrafficWatchdog or the law, in a manner contrary to the social and economic purpose of the right in question or the principles of social intercourse.
- 5. TrafficWatchdog shall not be liable in any way for infringement of the rights of third parties or for causing any damage to third parties as a result of and in connection with the activities carried out by the User (in particular, the scope, manner and content of the Services used by the User) using data collected by the User in connection with the Services provided.
- 6. The User is obliged to immediately notify TrafficWatchdog of any violation of his rights in his use of the TrafficWatchdog Website, as well as of any violation of the rules set forth in the Terms of Use.
- 7. TrafficWatchdog may terminate the User's right to use the TrafficWatchdog Website, as well as may restrict the User's access to some or all of the resources of the TrafficWatchdog Website or the Services offered by TrafficWatchdog, with immediate effect, if the User violates the Terms and Conditions, and in particular if the User:
 - a. provided the TrafficWatchdog Website with data that is untrue, inaccurate or outdated, misleading or in violation of the rights of third parties,
 - b. has committed a violation of personal rights, in particular the personal rights of other Users, through the TrafficWatchdog Website,
 - c. has engaged in other behavior that is inconsistent with the Terms and Conditions or that is deemed by TrafficWatchdog to be reprehensible behavior, inconsistent with applicable laws or general rules of Internet use, to be contrary to the purposes of establishing the TrafficWatchdog Website, or to be detrimental to the good name of TrafficWatchdog.
- 8. A person who has been banned from the TrafficWatchdog Website may not re-register without TrafficWatchdog's prior consent.
- 9. The User may, at any time of availability of the TrafficWatchdog Website, submit a request to delete his/her Account. By submitting a request to remove the Account, the User waives further use of any Services paid for on the TrafficWatchdog Website. By submitting a request for deletion of the Account by the User, the User shall be treated as submitting a statement of termination of the Agreement in accordance with the procedure set forth in § 6.3 of the Terms and Conditions, unless something else clearly follows from the statements or instructions of the Client.

§ 8.

LICENSE CONDITIONS

1. TrafficWatchdog under the Agreement grants to Customer a limited, revocable, non-exclusive, non-sublicensable license to install and use the Detection Code, Software, Documentation and Reports - solely for the purpose of using the Service for one or more Customer Sites in accordance with the Subscription Plan selected. Subject to the terms and conditions of the Subscription Plan or separate arrangements between Customer and TrafficWatchdog in this regard, Customer may, if applicable, remotely access, view and download Reports stored on the TrafficWatchdog Site. The Customer's license, use and access to the Service (which may include, but is not limited to, the Software, Documentation and Reports) are subject to the Customer's compliance with the Terms and Conditions. Customer shall not:
 - a. permit any third party to access, copy, modify, adapt, translate or otherwise create derivative works of the Software, Detection Code, Reports or Documentation;
 - b. recreate the source code, decompile or otherwise attempt to discover the source code of the Software or the Detection Code;

- c. rent, lease, sell, assign or otherwise transfer the rights to the TrafficWatchdog Site, Service, Detection Code, Software, Documentation and Reports;
 - d. remove any proprietary information or labels on the Software contained in the Detection Code or Documentation;
 - e. use, upload, transmit or input any device or software as well as take any action that interferes or attempts to interfere with the TrafficWatchdog Site, Service, Detection Code or Software;
 - f. use the Service to develop, create, or permit others to develop or create a product or service similar or competitive to the Service;
 - g. upload any virus, Trojan horse or other malicious or harmful code or attachment;
 - h. use robots, indexing robots and similar applications to collect, gather or compile content from or through the Service;
 - i. use the TrafficWatchdog Website, Software or Detection Code in any activity that violates applicable laws.
2. Customer shall use the TrafficWatchdog Website, Service, Detection Code, Software, Documentation and Reports solely for its own internal use and shall not make them available for use by others unless expressly authorized by TrafficWatchdog.
 3. You shall comply with all applicable laws and regulations in your use of the TrafficWatchdog Website, Service, Detection Code, Software, Documentation and Reports.
 4. TrafficWatchdog may revoke the license at any time by notifying the Customer in writing or by e-mail.
 5. This license shall terminate immediately if Customer fails to comply with any of the terms or conditions of the Terms and Conditions. Upon such termination, Customer agrees to remove and destroy all originals and copies of the Detection Code or Documentation in Customer's possession, and certify the same in writing or by email and deliver such statement to TrafficWatchdog within three (3) business days of the termination of the license. In such case, the User also agrees to cease further use of the Service without TrafficWatchdog's express consent.
 6. The license is granted for the duration of the Agreement. Termination of the Agreement without notice or termination of its legal existence in any other way is equivalent to termination or dissolution of the license, which shall cease no later than on the date on which the legal existence of the Agreement ceases. The periods of termination of the license are the same as the periods of termination of the Agreement.

§ 9.

PROTECTION OF CONFIDENTIAL INFORMATION

1. Confidential Information includes any proprietary data and any other information disclosed by one party to the other party in any form, including those marked "confidential". For the avoidance of doubt, Confidential Information includes, but is not limited to, the Software, Documentation, Detection Code, Reports, Login, Password, and any Customer User Data.
2. Confidential information is not information that is already in the public domain or that is already in the possession of the receiving party with the consent of the disclosing party, obtained and developed prior to disclosure and without the use of confidential information.
3. Without prejudice to the provisions of the Terms and Conditions to the contrary in this respect, neither party shall use or disclose the other party's confidential information without the prior written consent of the other party, except to perform its obligations under the Agreement or if required to do so by generally applicable law, the Terms and Conditions, an authorized request of supervisory authorities or a court ruling. In such case, the party compelled to disclose confidential information shall provide the other party with a notice to the extent practicable before disclosing such information.

4. upon termination or expiration of the Agreement, the parties shall promptly return or destroy all confidential information and any media containing such information and, upon request of the other party, provide a written record of the return or destruction.
5. you are responsible for protecting the confidentiality of your Login and Password provided to you by TrafficWatchdog and for any use or misuse of the TrafficWatchdog Site, Software, Account, Detection Code, Documentation or Reports resulting from the actions of third parties using your Password or Login. You agree to notify TrafficWatchdog immediately of any unauthorized use of your Account or any other known breach of security.
6. the obligation of confidentiality shall continue during the term of the Agreement, as well as for a period of 5 years after its termination or expiration.

§ 10.

PRINCIPLES OF PROCESSING AND PROTECTION OF PERSONAL DATA

1. TrafficWatchdog is the controller of Users' personal data and personal data provided by Users about their employees or other persons used by the User ("**User Data**") and processes such personal data in accordance with the principles set forth in the **Privacy Policy** available here <https://trafficwatchdog.pl/pl/docs/privacy-policy>. The User hereby declares that he/she has read and accepts the contents of the Privacy Policy, and in particular acknowledges and accepts that:
 - a. User data placed within the Account or elsewhere on the TrafficWatchdog Website will be processed in accordance with applicable laws by the personal data administrator: Spark DigitUP Sp. z o.o., Plac Wolnica 13 lok. 10, 31-060 Kraków, NIP 6762496391, registered in the District Court of the city of Kraków-Śródmieście, XI Economic Department of the National Court Register, under KRS number 0000587711, REGON 363042916, share capital PLN 205,000.00 fully paid up;
 - b. in the event that the User places in the Account or elsewhere on the TrafficWatchdog Website personal data of the User's employees or other persons used by the User, it is the User's responsibility to inform the subjects of such data and to acquaint the subjects of such data with the Privacy Policy referred to in article 1 of this paragraph and to collect from these persons written statements of familiarization with the contents of the Privacy Policy and to submit signed statements of the data subjects at any request of TrafficWatchdog within no more than 3 days from the date of such request.
2. The Customer may grant TrafficWatchdog permission to access the Account on the target advertising platform in order to provide the Service. To accomplish this, the Customer shall provide the required Account information on the Customer's advertising platform.
3. The Client declares that it is the controller of personal data or the entity that processes personal data of the Client's Users and Visit Data on behalf of the controller. The Customer represents that it collects and processes such personal data in accordance with generally applicable laws.
4. In any case, the Customer declares that it is entitled to entrust or further entrust to third parties the personal data of the Customer's Users and Visit Data.
5. The Client represents that, in the course of operating the Client Site, it complies with applicable regulations regarding the collection of information from Client Users, including in terms of informing Client Users of the scope of data collected and processed by TrafficWatchdog and, if required by law, in terms of obtaining appropriate consents from Client Users for data collection and processing by TrafficWatchdog.
6. In connection with the provision of the Services, TrafficWatchdog will process the personal data of Customer Users and Visit Data. The Customer, as the controller of the personal data of the Customer's Users and Visit Data, represents and warrants that it shall, on its own behalf and for its own benefit, perform with respect to the subjects of such data all the obligations imposed on the controller by applicable regulations, including, in particular, the proper

performance of the information obligation, the collection from the Customer's Users of all necessary and legally required consents for the processing of their personal data, including in connection with the User's use of the Services, Software and Detection Code. TrafficWatchdog shall not be liable for the Client's failure to comply with the obligations referred to in this paragraph, including improper performance or non-performance of information obligations with respect to data subjects or failure to provide an appropriate legal basis for the processing of personal data of data subjects processed in connection with the Service.

7. The provisions of the Terms and Conditions constitute an agreement or other legal instrument binding the processor and the controller within the meaning of Article 28(1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016. on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC - General Data Protection Regulation ("**GDPR**"), pursuant to which the Client entrusts TrafficWatchdog as processor with the processing of personal data of the Client's Users and Visit Data to the following extent: IP (Internet Protocol) address, basic information about the computing device that is used to access the Client's Site, identifier assigned to the device from which visits are generated, parameters of the terminal device, operating system parameters, browser parameters, general geographic location of the visit, how the potential Client User interacts with the Client's Site and activity data on the Client's Site, time on the Site, HTTP header parameters, marketing campaign parameters, cookies, Google reCaptcha score (if the Client's Site has a Google reCaptcha component implemented).
8. The entrusted personal data will be processed by TrafficWatchdog for the proper execution of the Agreement, i.e., for the proper performance of the Services.
9. TrafficWatchdog may entrust the processing of the entrusted personal data to another person or entity ("**Further Processor**"), to which the Customer hereby gives its general consent. If TrafficWatchdog uses a Further Processor to perform specific processing activities on behalf of TrafficWatchdog, the same obligations and level of data protection as in the Agreement shall be imposed on the Further Processor. If the Further Processor fails to fulfill its data protection obligations, the liability to the Client for fulfillment of the Further Processor's obligations shall rest with TrafficWatchdog.
10. TrafficWatchdog undertakes to comply with the provisions of generally applicable laws on personal data protection during the term of the Agreement and to implement them before starting to process the entrusted personal data, and to apply them throughout the term of the Agreement.
11. TrafficWatchdog undertakes to process the entrusted personal data only upon the documented order of the Client, which also applies to the transfer of personal data to third countries, i.e., outside the European Economic Area or to an international organization - unless such obligation is imposed by the law of the European Union or the law of a Member State to which TrafficWatchdog is subject. In such a case, TrafficWatchdog shall inform the Customer of this legal obligation before the processing begins, unless such law prohibits the provision of such information. A documented instruction shall be deemed to be the provisions of the Terms and Conditions, an instruction transmitted electronically or in writing, and TrafficWatchdog's obligations under the Agreement.
12. TrafficWatchdog shall ensure that persons authorized to process personal data entrusted by the principal undertake to maintain secrecy or are subject to the relevant statutory obligation of secrecy.
13. TrafficWatchdog shall be entitled to authorize persons acting on its behalf, including Further Processors, to process entrusted personal data on behalf of the Client, including to give instructions to such entities on behalf of the Client regarding the processing of entrusted personal data, within the limits of the instructions given by the Client.

14. TrafficWatchdog ensures that persons who will process the entrusted data on its behalf have been properly trained in data protection.
15. Taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of the processing, as well as the risk of violation of the rights or freedoms of natural persons with different probability of occurrence and severity of the threat, TrafficWatchdog shall implement appropriate technical and organizational measures to ensure a degree of security corresponding to the risk estimated in accordance with para. 13 above, including but not limited to, as applicable: (i) pseudonymization and encryption of personal data, (ii) the ability to continuously ensure the confidentiality, integrity, availability and resilience of processing systems and services, (iii) the ability to rapidly restore the availability of and access to personal data in the event of a physical or technical incident, and (iv) regular testing, measurement and evaluation of the effectiveness of technical and organizational measures to ensure the security of processing.
16. TrafficWatchdog shall assist the Customer, through appropriate technical and organizational measures, in fulfilling its obligation to respond to the data subject's requests for the exercise of his or her rights set forth in Chapter III of the GDPR, in particular, requests to be informed, access to data, rectification of data, erasure of data, restriction of data processing, data portability, lodging of objections and also requests related to automated decision-making and profiling. Under the obligation referred to in the preceding sentence:
 - a. TrafficWatchdog undertakes to promptly notify the Customer of a notification or request received from a data subject - but no later than 72 hours after receipt of such notification or request;
 - b. TrafficWatchdog shall provide the Customer with all information necessary to fulfill the data subject's request within 3 business days from the date of the Customer's request for information;
 - c. TrafficWatchdog does not provide data subjects with answers to their requests.
17. TrafficWatchdog assists the Customer in complying with the obligations set forth in Articles 32-36 of the GDPR, including, in particular:
 - a. in terms of reporting violations of the protection of entrusted personal data;
 - b. on the use of adequate technical and organizational measures, according to the identified risks associated with the processing of entrusted personal data;
 - c. regarding the Client's performance of a data protection impact assessment and consultation with the supervisory authority in connection with the assessment.
18. TrafficWatchdog maintains a register of categories of processing activities, in accordance with Article 30(2) of the GDPR. TrafficWatchdog shall make the register referred to above available at the request of the supervisory authority and cooperate with the supervisory authority in the performance of its tasks.
19. The entrusted personal data shall be processed by TrafficWatchdog from the moment the Detection Code is implemented on the Customer's Site Subject to paragraphs 20 and 21 of this Section, TrafficWatchdog shall, upon termination of the Services and termination or expiration of the Agreement, at the discretion of the Customer, delete or return within 14 days any personal data and delete any existing copies thereof, unless Union or Member State law mandates the retention of personal data.
20. TrafficWatchdog has the right to retain data to the extent necessary to establish, assert and defend claims, becoming a separate data controller in this regard.
21. The provisions of this paragraph do not affect TrafficWatchdog's right to retain and use data resulting from or derived from the Service for the purpose of research, statistics and analysis, improving the Software and Services, and offering general analytical information to

Customers, Potential Customers and third parties, provided that such data shall be aggregated and shall not identify the Customer's Users.

22. TrafficWatchdog cooperates with regulatory authorities and control institutions and the Client upon request.
23. TrafficWatchdog shall make available to the Customer all information necessary to demonstrate compliance with the obligations set forth in this paragraph and the GDPR within 14 days of the Customer's request in this regard, and shall allow the Customer or an auditor authorized by the Customer to conduct audits, including inspections.
24. The Customer has the right to direct inquiries to TrafficWatchdog regarding the correctness of TrafficWatchdog's performance of its obligations to secure the personal data entrusted to it.
25. The Client or an auditor authorized by the Client will exercise the right of audit on Monday through Friday from 9:00 a.m. to 3:00 p.m. and upon prior written notice to TrafficWatchdog at least 14 days in advance of the scheduled audit date. The cost of the audit shall be borne by the Customer.
26. The client will conduct the audit while respecting TrafficWatchdog's corporate secrets.
27. After the audit, the Client may provide TrafficWatchdog with post-audit recommendations in writing. TrafficWatchdog will be obliged to implement them within the timeframe specified by the Customer, not less than 30 days.
28. TrafficWatchdog shall, upon discovery of a violation of the protection of entrusted personal data, without undue delay, but no later than 72 hours after learning of the occurrence, report it to the Customer. The notification shall include:
 - a. the nature of the personal data breach, including indicating the categories and approximate number of data subjects and the categories and approximate number of personal data records affected by the breach;
 - b. the name and contact information of the Data Protection Officer or the designation of another point of contact from whom more information can be obtained;
 - c. the possible consequences of a data protection violation;
 - d. the measures applied or proposed to remedy the personal data breach, including measures to minimize its possible negative effects.
29. TrafficWatchdog undertakes to inform the Client, immediately upon becoming aware, but no later than within 7 days, of any proceedings, in particular administrative or judicial, concerning the processing of entrusted personal data. TrafficWatchdog shall also inform the Client of any administrative decisions or rulings regarding the processing of entrusted data directed to TrafficWatchdog, as well as of any planned - as far as TrafficWatchdog is aware - or ongoing audits and inspections regarding the processing of entrusted personal data at TrafficWatchdog.
30. To the extent arising from this paragraph, TrafficWatchdog, as the processor of the entrusted personal data, shall be liable to the Client as the controller of the entrusted personal data for non-performance or improper performance of the Agreement or any other legal titles and legal grounds for its assertion under the principles set forth in the GDPR - with the proviso that in the above scope TrafficWatchdog's liability shall be limited to the Client's damages arising solely from TrafficWatchdog's willful misconduct and regardless of the legal grounds for its assertion and any legal titles in total shall be limited to an amount representing 100% (in words: one hundred percent) of the total amount that has actually been paid by the Client to TrafficWatchdog as part of the remuneration due under the Agreement in the last 12 (in words: twelve) months.

§ 11
RESPONSIBILITY

1. In the event of claims by third parties or state authorities against TrafficWatchdog arising from:
 - a. Customer's violation of any of the terms or conditions of the Agreement,
 - b. Customer's use of the Service,
 - c. Customer's violation of applicable laws in connection with the Service- TrafficWatchdog shall promptly notify the Client of such claims or proceedings, and the Client agrees to take, at its expense, all legal steps necessary to provide TrafficWatchdog with adequate protection against such claims by providing TrafficWatchdog with all documents and information in the Client's possession necessary to prove the unfoundedness of the claim, and in the event of litigation, the Client agrees to enter the process in place of or in addition to TrafficWatchdog, if legally possible; in the event of litigation or administrative proceedings that may result in TrafficWatchdog being obligated to pay a claim or penalty, the parties will cooperate with each other, consult on the litigation steps to be taken and present evidence in their possession.
2. In the event of final imposition of fines by the competent authorities on TrafficWatchdog or the adjudication of claims of third parties, including the Customer's Users, against TrafficWatchdog by a court, where the imposition of such a fine or the adjudication of a claim is the result:
 - a. Customer's violation of any of the terms or conditions of the Agreement,
 - b. Customer's use of the Service,
 - c. Customer's violation of applicable laws in connection with the Service- The Customer shall pay TrafficWatchdog the full amount of fines or the full amount of claims of third parties, including the Customer's Users, resulting from final court rulings or decisions of competent authorities imposing or awarding such fines or claims against TrafficWatchdog, within 7 days from the date of presentation of TrafficWatchdog's demand for payment documented by a final court ruling or decision of an authority, including the costs of litigation or other proceedings related to the asserted claim awarded against TrafficWatchdog by the court or authority.
3. TrafficWatchdog shall not be liable for any damages incurred by the User, Customer User or third parties resulting directly or indirectly from:
 - a. unauthorized access to the Account or from unauthorized changes to the Customer's data or data from the Customer's Site,
 - b. use the TrafficWatchdog Website, Service, Software or Detection Code contrary to their intended use or the provisions of the Agreement.
4. TrafficWatchdog shall not be liable under warranty for defects in the results of the Services or TrafficWatchdog's work created in the performance of the Services.
5. TrafficWatchdog is not liable for lost profits.
6. The aggregate liability of TrafficWatchdog regardless of the legal basis for its assertion and from all legal titles combined is limited to PLN 1,000 (in words: one thousand zlotys), unless the Agreement provides otherwise.
7. The Services, Software and Detection Code are provided to the User in a state of readiness for their implementation. To the maximum extent permitted by generally applicable laws- TrafficWatchdog shall not be liable for errors and damages caused by the User, and resulting from incorrect implementation of the provided Software or Detection Code.
8. TrafficWatchdog makes every effort to ensure that the Service operates correctly. However, as a Service that relies on Software, predictive algorithms, third-party services, and constant connectivity to the Internet, TrafficWatchdog does not guarantee that the Service will operate uninterrupted or error-free or that it will always be available, free of errors or failures. If TrafficWatchdog receives notice of any failure or malfunction, or if TrafficWatchdog itself

acquires such knowledge it will use its best efforts to restore the availability of the Service as soon as possible. Such incidents will not be considered a breach of the Agreement.

9. TrafficWatchdog makes every effort to ensure that the Service identifies Clicks and Leads fraud. However, TrafficWatchdog does not guarantee that the Service will detect or prevent all types or all instances of Clicks or Leads fraud. Information contained in or available through the Service, including Reports, may contain inaccuracies or errors.
10. TrafficWatchdog may make improvements or changes to the TrafficWatchdog Website Service, Software, Detection Code at any time. If TrafficWatchdog extends the Service with new or additional features or capabilities it reserves the right to change the terms of the Service.
11. TrafficWatchdog does not guarantee that the Service will operate at all times or during any downtime:
 - a. caused by interruptions to public networks, grids or servers,
 - b. caused by failures of Customer's equipment, systems or local access services;
 - b. for previously scheduled maintenance or repair work;
 - c. caused by events resulting from force majeure such as strikes, riots, insurrection, fires, floods, explosions, war, epidemic, pandemic, actions of government authorities, labor conditions, earthquakes, natural disasters, or interruption of Internet services in the area where TrafficWatchdog's servers or Customer's servers are located.

§ 12

PROPERTY RIGHTS, TRADEMARK PROTECTION AND ADVERTISING

1. The Service, which includes but is not limited to the Detection Code and the Software, and all intellectual property rights in the Service, the Detection Code and the Software are and shall remain the property of TrafficWatchdog. All rights not expressly granted to Customer in the Agreement are expressly reserved and retained by TrafficWatchdog without restriction.
2. The Customer shall authorize TrafficWatchdog to use marks including trademarks, service marks and other signs individualizing the Customer (the "**Marks**") for use by TrafficWatchdog in advertising, information materials and publications referring to the parties' cooperation, under the terms and conditions set forth in this paragraph.
3. The Customer grants TrafficWatchdog a non-exclusive, non-transferable and limited license to use the copyrights in the Marks, and TrafficWatchdog acquires this license.
4. The granting of the license is free of charge.
5. The license is granted in the Republic of Poland and on the Internet, and to this extent TrafficWatchdog is entitled to use the Marks on the TrafficWatchdog Website, including on the homepage and tabs containing information about TrafficWatchdog's affiliates and in advertising and informational materials.
6. TrafficWatchdog is obliged to use the Marks in a manner consistent with the Client's specifications, standards and guidelines and in accordance with generally applicable provisions of Polish law and good morals.
7. The license is granted for the duration of the Agreement. Termination of the Agreement, termination of the Agreement without notice, or termination of the legal existence in any other way is equivalent to termination or termination of the license, which shall cease no later than the date on which the legal existence of the Agreement ceases. The Customer may revoke the license at any time by informing TrafficWatchdog of the above in writing.
8. The customer undertakes:
 - a. not to use TrafficWatchdog's trademarks, trade names, service marks, logos, domain names, and other distinctive brand features or any copyrights or other rights associated with the Service for any purpose without the express permission of TrafficWatchdog;

- b. not register, attempt to register or help a third party register any trademark, trade name, TrafficWatchDog Site marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights related to TrafficWatchdog;
- c. not remove, obscure, or alter any copyright, trademark, or other proprietary right notice appearing on the Service or in connection with the Service.

§ 13

TRAFFICWATCHDOG REMUNERATION

1. For the TrafficWatchdog Services provided, remuneration is due in the amount of the Subscription Fee each time specified and resulting from the Subscription Plan.
2. Detailed information about the amount of Subscription Fees and the parameters of each Subscription Plan can be found in the Price List posted within the TrafficWatchdog Website or individually agreed prices with the User apply.
3. Subscription Fees are paid in advance for consecutive Subscription Periods based on the invoice sent by TrafficWatchdog.
4. The User may by individual arrangement request TrafficWatchdog to change the Subscription Plan.

§ 14

COMPLAINTS

1. The User has the right to file complaints about the Services.
2. Complaints may be submitted by mail to the following address: Spark DigitUP Sp. z o.o., Plac Wolnica 13 lok. 10, 31-060 Kraków, or by e-mail to: kontakt@trafficwatchdog.pl, with the annotation: "Complaint".
3. The complaint should include:
 - a. name or full name of the claimant and Login,
 - b. mailing address (in the case of a complaint submitted by letter) and e-mail address (in the case of a complaint submitted by e-mail),
 - c. a detailed description of the event giving rise to the report,
 - d. indication of the demands of the complainant.
4. Complaints may be filed within 60 (sixty) days from the date of occurrence of the event giving rise to the complaint. The date of postmark on the envelope with the letter of complaint shall be the date of compliance with the deadline for a complaint reported by mail, and in the case of a complaint reported by e-mail - the date of sending the complaint by e-mail.
5. Complaints submitted by letter or sent by e-mail within the period indicated in paragraph 4 above, containing the data and information indicated in paragraph 3 above, shall be considered.
6. TrafficWatchdog, upon receipt of a complaint, will respond to it within 14 (fourteen) days from the date of delivery of the complaint. After exhausting the complaint procedure, the User has the right to pursue unsuccessful claims in a common court of competent jurisdiction according to the provisions of the Code of Civil Procedure.
7. TrafficWatchdog is responsible for the complaint procedure.

§ 15

AMENDMENT OF THE REGULATIONS

1. The Regulations shall enter into force on the date of their publication on the TrafficWatchdog Website.
2. TrafficWatchdog reserves the right to amend the Terms and Conditions in the event of, among other things, the occurrence of one of the valid reasons indicated below:
 - a. a change in the laws governing the provision of Services affecting the mutual rights and obligations set forth in the Agreement, or a change in the interpretation of the

- aforementioned laws as a result of court rulings, decisions, recommendations or recommendations of the relevant authorities or bodies,
- b. change in the manner of providing the Services due to technical or technological reasons,
 - c. changing the scope or manner of providing the Services by introducing new Services or withdrawing existing Services.
3. If the content of the Terms and Conditions is changed, the User has the right to terminate the Agreement within 14 days of being notified of the change in the Terms and Conditions. In this case, the Agreement is terminated after a 1-month notice period, and during this period the User is bound by the existing provisions of the Regulations. .
 4. If changes are made to the Terms and Conditions, TrafficWatchdog will make the unified text of the Terms and Conditions available by publishing them on the TrafficWatchdog Website, and will also notify the User by email of the change to the email address provided in the Account.

§. 16

FINAL PROVISIONS

1. The Contract shall be governed by Polish law, and the courts of competent jurisdiction shall be common courts in the Republic of Poland, unless otherwise provided by mandatory provisions of law. Potential disputes between TrafficWatchdog and the User, shall be submitted to the common court in Częstochowa.
2. TrafficWatchdog may modify the technical implementation of the Services in particular for reasons of technological nature (development of browsers and technologies), but without deteriorating its quality, and without affecting the scope of rights and obligations of the User and TrafficWatchdog.