

Regulations for partnership within the Adkontekst Programme

I.

Introductory regulations

1.

Partnership cooperation within the Adkontekst Programme takes place between the Partner and NetSprint.pl Sp. z o.o., based in Warsaw, 7 Bieżanowska street, registered in the District Court for the capital city of Warsaw, Economic Division XIX of the National Court Register, KRS number: 0000074676, Tax Identification Number (NIP): 951-19-69-310.

2.

Partnership cooperation within the Adkontekst Programme is based on rules provided in this Regulations' set and in the Contract between the Partner and NetSprint.pl Sp. z o.o. based in Warsaw.

3.

In the case of discrepancy between the Regulations and the Contract signed by the Partner and NetSprint.pl Sp. z o.o., both parties are obliged to follow the articles of the Contract.

II.

Glossary

Expressions used in the Regulations have the following meanings:

1.

Regulations - this set of rules of the partnership cooperation within the Adkontekst Programme.

2.

WP - Wirtualna Polska S.A. based in Gdańsk, 115c Traugutta Street.

3.

NetSprint - NetSprint.pl Sp. z o.o. based in Warsaw, 7 Bieżanowska Street.

4.

Partner - a legal or natural person or an agent without legal personality that makes the Display Space of its websites accessible to Adkontekst boxes based on the Adkontekst Server software within the Adkontekst Programme cooperation.

A Partner should fulfil the following:

a)

Run a business that enables Partnership within the Adkontekst Programme. In the case of natural persons not running a business this condition will not be binding;

b)

In the case of natural persons - has full legal capacity to act and is based in Poland;
In the case of legal persons - has legal personality;

c)

Has and will have the copyrights and other rights to the Partner's website and its content in an extent that enables Partnership cooperation within the Adkontekst Programme during the Partnership.

d)

Settles income tax, public insurance and other amounts due of public and legal character;

e)

The Partner Website meets technical requirements necessary for partnership cooperation within the Adkontekst Programme, stated in the Regulations.

5.

Adkontekst Boxes - ad content form; a hypertext link to the End Client's website displayed on the Partner Websites with the use of the Adkontekst Server. The content of Adkontekst Boxes is related to the Partner Website content.

6.

Display space - a part of the Partner Website assigned for Adkontekst Boxes display.

7.

End Client - a legal or natural person that orders the display of Adkontekst Boxes on Partner Websites.

8.

Adkontekst Server - an IT system chosen by NetSprint that enables the display of Adkontekst Boxes within the Display Space. It is chosen at the start of partnership cooperation and includes rerouting statistics.

9.

Rerouting - a single action that includes clicking on an Adkontekst Box based within the Display Space by an Internet user.

10.

Ad Code - code generated by the Adkontekst Server in the Partner Panel. It is to be pasted into the Display Space in order to display Adkontekst Boxes.

11.

Partner Account - an individual Partner account established by the Partner within the Business Profile. It is used to identify the Partner. The Partner Account includes Partner data, login and password.

12.

Partner Panel - an Internet based service indicated to the Partner by NetSprint that enables the Partner to use a set of tools to modify the parameters of the Adkontekst Boxes, reach Adkontekst Boxes display statistics as well as Valid Rerouting statistics and the amount earned by the Partner for cooperation described in the Regulations and Contract. It is accessible from a website indicated by NetSprint - after filling in the login and password chosen for the Partner Account.

13.

Business Profile - an Internet service accessible to the Partner at <http://profilbiznesowy.wp.pl> - it enables Partner Account data management.

14.

Valid Rerouting - rerouting conducted without the use of unfair rerouting generators (e.g. automated click or impression generating tools, manually repeated clicks or impressions, texts encouraging to clicking ads); NetSprint decides if a rerouting is Valid.

15.

Partner Website - a set of websites owned by the Partner in a way sufficient in the light of the Contract.

16.

Lease Fee - money for the Partner due to offering the right to the Display Space on the Partner Websites for Adkontekst Boxes display.

Remuneration will be set as the product of Valid Rerouting Number and the single Rerouting rate.

17.

Regulations - this set of rules of the partnership cooperation within the Adkontekst Programme.

18.

Test Cooperation - cooperation of both Parties based on the Regulations before the Contract comes into force.

19.

Contract - a contract of lease of the Display Space on the Partner Websites signed by NetSprint and the Partner in accordance with the Regulations.

III.

Cooperation scope

1.

The subject of the partnership cooperation within the Adkontekst Programme is the lease of the rights to use one or more Display Spaces on the Partner Websites for Adkontekst Boxes.

IV.

Starting partnership cooperation within the Adkontekst Programme

1. In order to start partnership cooperation within the Adkontekst Programme, the Partner should conduct the following:

a)

Establish a Partner Account in accordance with the Business Profile regulations,

b)

Fill in the form available at www.adkontekst.pl/wydawcy/formularz-zgloszeniowy,

c)

Declare that the prerequisites set in section II.4 are fulfilled;

d)

Declare that the Partner accepts the Regulations.

Declarations described in sections IV.1.c and IV.1.d are done by activating a specific box in the form described in section IV.1.b.

2.

NetSprint verifies the Partner on the basis of information described in section IV.1 and decides to start or deny partnership cooperation within the Adkontekst Programme.

NetSprint makes the decision on its own and does not justify the decision.

3.

It is forbidden to display Adkontekst on websites with erotic, vulgar content, content promoting intolerance or set against the law in any other way or violating the widely understood 'good taste'.

4.

The Partner commits to display Ad Codes unchanged - as copied from the Partner Panel.

5. It is forbidden to deliberately limit the visibility of ad text (title or description) displayed in Adkontekst Boxes.

6.

The Partner cannot place more than 4 Ad Codes on one website and more than 12 ads within those 4 forms.

7.

NetSprint informs the Partner of the partnership cooperation within the Adkontekst Programme via e-mail - to the e-mail address indicated by the Partner. If NetSprint decides to start cooperation the following will be sent via e-mail at the same time:

a) Contract draft with attachments;

b) Data enabling the Partner to fully use the Partner Panel and display Ad Codes on the Partner Website.

8.

After receiving the Contract with the attachments and the data mentioned in section IV.7.a the Partner commits to:

a)

Set the following parameters in the Partner Panel (within the possibilities given in the Partner Panel):

-

At least one topical channel reflecting the topic of the Partner Website used in cooperation within the Contract. The topical channel has to be assigned to at least one topical category suitable for that channel;

-

Ad forms;

-

Colour palettes.

The Partner can modify the parameters in the Partner Panel, but the changes can be activated at a time that enables NetSprint to meet its commitments toward the End Clients.

b)

Fill in attachment 1 according to the actual and legal status and pass the form to NetSprint with the signed Contract (2 copies) within 30 days from the start of Test Cooperation, subject to section V.4.

c)

Fill in the Business Profile form according to the actual and legal status with the data from the form described in section IV.4.b and send the form to NetSprint via e-mail by activating the adequate box in the form;

d)

Immediate updating all data mentioned in section IV.7.b with the use of the Business Profile if the data changes;

e)

Display Ad Codes unchanged - as copied from the Partner Panel.

The Partner cannot place more than 4 Ad Codes on one website;

f)

Make all efforts to ensure the uprightness of all rerouting (Valid Rerouting) to the End Clients' websites;

g)

Keep the Partner Website and its Display Space and make it accessible to Internet users throughout the period of the partnership cooperation within the Adkontekst Programme and the Contract as well as ensure that the Partner Websites will include no content conflicting the law, the coexistence rules or the rights or personal goods of third parties;

h)

Keep from altering the content and software of the Adkontekst Boxes.

9.

After signing the contract by an authorised NetSprint representative, NetSprint will send 1 copy of the Contract to the postal address provided by the Partner, subject to section V.4.

10.

The Partner commits not to display ads on websites that include only advertising, websites that do not work or that generate artificial traffic from Adkontekst Boxes in any other way.

11.

The Partner commits not to alter the content or software of the Adkontekst Boxes.

12.

The forms mentioned in section IV.1. should be filled in by the Partner in accordance with the following rules:

a) T

he Partner should fill in all boxes in the form. Only boxes signed as optional can be left empty;

b)

The data put in the form should relate only to the Partner who fills in the form and should be real;

c)

Only the Partner is responsible for the authenticity of the data in the form;

d)

The Partner whose data is in the form has the right to view and correct the data;

e)

NetSprint is the administrator of the database of personal data;

13.

Sending the form mentioned in section IV.1. means:

a)

Declaring that the data included in the form is authentic

b)

Declaring that the Partner fulfils the prerequisites provided in section II.4;

c)

Authorising NetSprint to process personal data included in the form for the purposes of partnership cooperation within the Adkontekst Programme, including passing of the data to WP for the purpose of Adkontekst Programme cooperation execution;

d)

Taking note of the right to view and correct the personal data included in the form.

V.

Cooperation periods

1.

The Contract comes into effect the day after signing all copies by the representatives of both parties.

NetSprint commits to inform the Partner of signing all copies of the Contract in the form of an electronic letter sent to the address provided by the Partner in the process of setting the Partner Account.

2.

Before the Contract comes into effect both Parties cooperate on the basis of Test Cooperation described in the Regulations. Test Cooperation begins on sending by NetSprint an electronic letter to the Partner. The letter includes information about the start of cooperation described in section IV.7.

3.

Test Cooperation is aimed at checking if the Parties are able to cooperate within the Adkontekst Programme and at making organisational and technical agreements that enable and facilitate cooperation.

4.

If NetSprint does not receive 2 signed copies of the Contract with attachments within 30 days from the start of Test Cooperation it can decide not to fulfil the contract. In such cases the cooperation of both parties expires.

5.

NetSprint can resign from signing the Contract if there are substantial reasons that make cooperation impossible, also if NetSprint receives 2 signed copies of the Contract with attachments within 30 days from the start of Test Cooperation. In such cases the cooperation of both Parties expires.

6.

In the cases described in sections V.4 and V.5 the Partner is obliged to immediately remove all Ad Codes from the Partner Websites.

7.

In the cases described in sections V.4 and V.5 the Parties will not be obliged to any services due to the Test Cooperation.

8.

If the Contract comes into force both Parties will undertake cooperation based on the rules described in the Contract. In cases non-regulated in the Contract the provisions of the Regulations will come into force.

VI.

The obligations and rights of NetSprint

1.

NetSprint ensures that the Adkontekst Boxes will not include any content conflicting with the law, the rules of social coexistence or the rights or personal goods of third parties.

2.

NetSprint does not have the obligation to display Adkontekst Boxes on the Display Space.

3.

NetSprint will make the data necessary for cooperation settlements within the Adkontekst Programme accessible to the Partner through the Partner Panel.

4.

NetSprint has the right to evaluate the technical and legal aspects of the Partner Website as well as other criteria described in the Contract and/or Regulations that make the Contract based cooperation between NetSprint and the Partner possible. Signing and keeping the Contract by NetSprint depends on the results of this evaluation.

VII.

Lease Fee Settlement

1.

Both Parties settle the Display Space lease fee within the Adkontekst Programme based on rules described in the Contract.

If the contract does not state differently, the settlement will be conducted based on the following rules:

a)

NetSprint will pay the Partner a Lease Fee for the rights to Display Spaces on Partner Websites and to display Adkontekst Boxes indicated in invoices or bills issued by the Partner in monthly settlement periods. The invoice or bill should be issued to the fifth day of the month following the month of settlement.

Invoices and bills will be based on Adkontekst Boxes display statistics made accessible to the Partner via the Partner Panel.

The payment will be effected within 14 days counted from invoice or bill delivery to NetSprint.

b)

If the Lease Fee does not exceed PLN 100 net in a given month, NetSprint will subtract an operational cost of PLN 5 net from the remuneration.

If the Lease Fee does not exceed PLN 5 net in a given month the Partner will not receive remuneration for the month as the result of subtracting the operational costs by NetSprint;

c)

In the case of partnership cooperation within the Adkontekst Programme based on the rules provided in the Contract, NetSprint will pay the Partner for the Test Cooperation a lease fee calculated similarly as in the case of cooperation based on the Contract.

VIII.

Technical conditions of cooperation

1. NetSprint will make all efforts to make the Partner Panel and Adkontekst Display possible through all popular Internet browsers, operating systems, computer types and Internet connection types.

However, NetSprint does not guarantee and is not responsible for making all combinations of these factors work and enable the access to the Partner Panel and the display of Adkontekst Boxes.

2.

The minimum technical requirements that enable the Partner to use the Partner Panel and display Adkontekst Boxes, subject to the previous sentence, are:

a) Internet Browser IE 5.0 or higher; or

b) Internet Browser based on the Mozilla 1.0 engine or higher; with active Javascript

IX.

Discontinuation of cooperation

1.

Contract termination can be conducted based on the provisions of the Contract.

In the case of Contract termination the cooperation of Parties expires. Section V.6 applies similarly.

2.

Each of the parties can retract from the Test Cooperation at any moment.

X.

NetSprint responsibilities range

1. NetSprint has the right to disturbances in the Partner Account, Partner Panel and Adkontekst Boxes display services if the disturbances are caused by:

a)

The necessity to fix, develop, modify or maintain the hardware or software;

b)

Circumstances beyond the control of NetSprint (act of God, actions or omissions of third parties).

2.

NetSprint does not bear responsibility for the Partner's opportunity cost related to the partnership cooperation within the Adkontekst Programme.

3.

NetSprint does not bear responsibility for the failure to perform or improper performance of services if the failure to perform or improper performance was unintentional.

4.

NetSprint does not bear responsibility for the failure to perform or improper performance of services if caused by third parties (especially telecommunications operators, telecommunications service providers and electricity providers).

The limitation mentioned in the previous sentence is also valid for losses caused by computer viruses.

5.

NetSprint does not bear responsibility for gaining access to the Partner Account or Partner Panel (regardless of the way) by third parties.

6.

NetSprint reserves the right to make the Partner data accessible to third parties, if the obligation to make them accessible to entitled parties results from the law.

7.

The only source of NetSprint obligation is the Contract and the Regulations. All other information, regardless of their source, are not binding for NetSprint.

XI.

Additional reservations

1. NetSprint reserves the right to change the software used for partnership cooperation within the Adkontekst Programme without notice.

XII.

Correspondence

1. NetSprint directs partnership-related correspondence to the Partner within the to the e-mail address provided by the Partner in the registration process.

XIII.

Complaints

1.

The Partner can send complaints related to the partnership cooperation within the Adkontekst Programme to the following address: kontakt@adkontekst.pl.

2.

NetSprint considers the complaints within 30 days from delivery.

The period can be prolonged if examining of the complaint requires more time.

NetSprint reserves the right to require additional explanations from the Partner in order to consider a complaint - the time needed for explanations from the Partner prolongs the complaint consideration period.

3. NetSprint sends the answers to complaints to the address provided in section

XII.

XIV.

Other matters

1. The Regulations come into effect on publication of the Regulations on the Website.

2. NetSprint reserves the right to change the Regulations. Changes come into effect on publication of the changes on this Website, in a range permitted by the provisions in force.