

GENERAL TERMS AND CONDITIONS OF DISPLAY OF ADVERTISEMENTS ON ADVERTISING MEDIA OF Clear Channel Poland Sp. z o.o.

1. These General Terms and Conditions of Display of Advertisements on Advertising Media of Clear Channel Poland Sp. z o.o. (hereinafter "General Terms and Conditions") set out the mutual obligations of Clear Channel Poland Sp. z o.o. (hereinafter "CCP") and the CLIENT with regard to the preparation and execution of advertising campaigns.
2. These General Terms and Conditions and the contract signed by CCP and the CLIENT ("Contract" or "Order" – hereinafter jointly "Order") constitute an integral whole.
3. In case of discrepancies between the General Terms and Conditions and the Order, the provisions of the Order shall prevail.

Paragraph 1.

DEFINITIONS

Where the following terms are used in the General Terms and Conditions or in the Order, they shall be construed as follows:

1. **"CCP" or "Company"** – Clear Channel Poland Sp. z o.o. having its registered office in Warsaw, ul. Krucza 16/22, 00-526 Warszawa, entered into the Entrepreneurs Register of the National Court Register under KRS number: 0000039559, its registry files being kept by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register, the Company's share capital: PLN 24,126,000.00, NIP (Tax ID No): 526-02-10-599.
2. **"Supernet"** (6x3) – an Advertising Medium with dimensions of 6m x 3m.
3. **"Citylight"** (CLT) – an Advertising Medium with dimensions of 1.2m x 1.8m, mounted on different types of constructions:
 - a. Public transport shelters
 - Bus shelters
 - Tram shelters
 - b. Pillars (ALB, ALF, SLU)
 - c. Free-standing panels
 - One-sided (KWJ)
 - Two-sided (KWD)
 - d. Wall-mounted panels (KNS)
 - e. Panels with a rotating display (Citylight Scroll/Cityscroll)
 - One-sided scroll (CLS)
 - Two-sided scroll (CSD)
 - f. Clock (ZEG)
4. **"Backlight (BL)"** – a back-lit Advertising Medium with dimensions of 8m x 4m or different as specified in the Order.
5. **"Digitals"** – a group of digital media with a screen for displaying advertising spots, consisting of:
 - a) Premium Digitals in shopping centres – a network of free-standing and wall-mounted electronic media located on the premises of shopping centres,

- b) City Digital – a network of electronic media located in the urban space,
 - c) Transit Electronic Media – See “LCDs/DIGITALS” under “Transit Media”.
6. “**Day**” – every day of the week.
 7. “**Business Day**” – every day of the week other than Sundays and public holidays.
 8. “**Display**” – display of the Client's Advertisements on CCP's Advertising Media, including a single instance of installing an Advertisement on a Medium or launching a cycle of displays on Electronic Media.
 9. “**Event**” – promotional actions prepared at the Client's request.
 10. “**Flag/Adbox**” – hanging Advertisements in different shapes (as specified in the detailed specification) at shopping centres.
 11. “**Frontlight**” – a front-lit Advertising Medium.
 12. “**Advertising Campaign**” – the totality of the activities carried out by CCP on the basis of the Order.
 13. “**Client**” - a natural person, a legal entity or an organisational unit without legal personality, who or which places an order to conduct an Advertising Campaign on Advertising Media.
 14. “**Advertisement Layout**” – a graphic design of an Advertisement, usually in electronic form, enabling the identification of an Advertisement and assessment of its compliance with the applicable law or the Order.
 15. “**Advertising Medium Location**” – depending on the type of an Advertising Medium: the address of the Advertising Medium, fleet numbers of buses and trams or any other details identifying the location of the Advertising Medium.
 16. “**Printing materials**” – a print-ready electronic version of Advertising Materials.
 17. “**Advertising Materials**” – in relation to Electronic Media: electronic files conforming to the specification (advertising spots, videos), and in relation to other Media: printed posters, vinyls, meshes, films and other physical materials for installation on the Media.
 18. “**Advertising Medium**” – advertising space on which the Client's Advertisements are displayed by CCP.
 19. “**Electronic Medium**” – electronic advertising space.
 20. “**Third Party Advertising Medium**” – the advertising space temporarily acquired by CCP from a third party for the purpose of carrying out a given Advertising Campaign, on which Advertisements are to be displayed on terms applied by the third party which has temporarily provided CCP with the Medium concerned, other than the General Terms and Conditions.
 21. “**Transit Media**” – Advertising Media mounted on or in public transport vehicles (**buses, trams, trains, etc.**), made available to CCPs by third parties, of the following type:
 - a) “Full back” – the rear side of a vehicle, usable surface: body + glass,
 - b) “Back” – the rear side of a vehicle, usable surface: body,
 - c) “Mini Back” – the rear side of a vehicle, usable surface: parts of body or glass,
 - d) “Busboard” – the left side of a vehicle,
 - e) “Busboard + Full back” – the rear and left sides of a vehicle,
 - f) “Dual Busboard + Full back” – the rear and left sides of an articulated vehicle,
 - g) “Full Wrap” – the entire left and right sides of a public transport vehicle and in the case of a bus – also the rear side of the vehicle,
 - h) “Tram Panel” – a rectangular advertising format on the sides of the tram,
 - i) “Posters” – internal advertising space of a certain size, installed in designated spots in public transport vehicles. Different Poster formats are possible, depending on the carrier,

- k) "Hangers" – an advertising format on handles inside vehicles,
- l) "Seat backs" – an advertising format on seat backrests in vehicles,
- m) "LCDs/DIGITALS" – electronic screens available in buses, trains, trams etc.,
- n) "Ticket machines" – an advertising format on the screens of ticket machines.

The exact dimensions of Transit Media shall be determined in the Technical Specification. Transit advertising formats may vary from carrier to carrier and depend on the location in which a carrier operates.

- 22. "**Airport Media**" – Advertising media installed at airports and/or in airport apron vehicles made available to CCP by third parties (banners, displays on LCD monitors, stickers on walls, doors, windows and floors, trolleys or apron buses, etc.).
- 23. "**New Mobile Technologies**" – technologies that provide access to contents, websites or messages encoded in an Advertisement with the use of mobile devices.
- 24. "**Contact Person**" – a person appointed by the Client and designated to CCP as a person authorised for ongoing contacts between the Parties, in particular for the purposes of carrying out an advertising campaign.
- 25. "**Person Placing the Order**" – a person named in the National Court Register, the Central Business Activity Records and Information or other similar register as a person authorised to make statements of intent in the name and on behalf of the Client, or a person acting on the basis of a power of attorney received from the Client; This may also be a Contact Person if so indicated by the Client.
- 26. "**Advertisement Reposting**" – a change of an Advertisement on the same Advertising Medium during the Display period.
- 27. "**Proof**" – colour proof: a colour, purpose-made proof (or a specialist print) which is as close as possible to the actual colours. The most popular types of proofs are: Cromalin and Digital Proof.
- 28. "**Advertisement**" – an advertising material on an Advertising Medium.
- 29. "**Rotation**" – a change of the Advertising Medium Location during the Display period.
- 30. "**Mesh**" – a front-lit Advertising Medium on which Advertising Material is displayed on mesh.
- 31. "**Advertisement Technical Specification**" – the determination of the dimensions of the advertising area of an Advertising Medium and how advertising materials and/or materials for printing are to be prepared as part of an Advertising Campaign. In relation to Digital Media this means the determination of the technical parameters of files and formats for display on screens.
- 32. "**General Terms and Conditions**" – General Terms and Conditions of Display of Advertisements on Advertising Media of Clear Channel Poland Sp. z o.o.
- 33. "**Request for Quotation**" – an enquiry submitted by the Client to CCP regarding the conditions for carrying out a specific Advertising Campaign, containing at least the following data:
 - a) the Client's details (the full business name used by the Client, tax identification number (NIP), address),
 - b) the name of the product or industry to which the Advertisement relates to,
 - c) the duration of the planned Advertising Campaign,
 - d) the detailed parameters of the Display, in particular: the number and type of Advertising Media, geographical coverage, preferred locations, the target group, the purpose and estimated budget of the campaign, etc.
- 34. "**Order**" – a legal relationship concluded with the Client, of which these General Terms and Conditions, as well as appendices and annexes and annexes if any (e.g. technical specifications, a list of locations, a campaign plan, etc.), form an integral part.

Paragraph 2.**CONTENT OF ADVERTISEMENTS**

1. CCP reserves the right to make its own assessment of the Advertisement Layout presented by the Client for compliance with the applicable law and morality. If CCP contests the content of an Advertisement, the Client shall modify it so that it does not give rise to legal concerns.
2. In relation to Advertisements displayed on Transit Media, at airports or shopping centres, as well as in Locations owned by retail chains, the Client is required to obtain (via CCP) approval of the content and form of Advertisements from the owner/manager of public transport vehicles/owners of facilities on which Advertisements are to be installed.
3. In the event of a lack of consent to the Display of Advertisements, the Client is required to make modifications taking into account the objections raised by the owner/manager of public transport vehicles/owners of facilities on which Advertisements are to be installed.
4. CCP shall be entitled to refuse to carry out an Advertising Campaign or discontinue the Display if:
 - a) the Advertisement is contrary to the law (e.g. prohibitions on advertising concerning, for example, gambling games, alcoholic beverages, tobacco products) or morality, or offends human dignity, or may be considered an act of unfair competition, or it is doubtful for other reasons that it is suitable for display in the public space,
 - b) a third party or a body authorised to do so has raised written objections to the Advertisement,
 - c) an institution appointed to ensure compliance with the rules of media or advertising ethics, in particular the Union of Associations Advertising Council or the Outdoor Advertising Chamber of Commerce, has raised objections to the Advertisement,
 - d) the owner/manager of public transport vehicles or a city art consultant has raised objections to or rejected the Advertisement,
 - e) the owner or manager of a shopping centre where the Flag/Adbox or electronic advertising space is located has raised objections to or rejected the Advertisement,
 - f) the airport or its operator has raised objections to or rejected the Advertisement.
5. Where CCP discontinues the Display in the situations set out in sub-paragraph 4, it shall retain the right to receive the full remuneration specified in the Order in consideration of its readiness to provide Services. Until the end of the Advertising Campaign, the Client may remedy the causes for the discontinuation of Display and CCP undertakes to replace the Advertisements which caused the discontinuation of Display with new Advertisements to which the causes specified in sub-paragraph 4 do not apply, for the additional remuneration agreed by the Parties.
6. In the event of the circumstances referred to in sub-paragraph 4(d), (e) or (f), when the content of an Advertisement meets generally accepted standards and is not contrary to the law or morality, and the owner of an Advertising Medium refuses to accept its Display, the Parties agree that the Advertising Medium to which such refusal relates may be excluded from the Advertising Campaign without such campaign being discontinued and without affecting other Advertising Media used as part of the Advertising Campaign. Where the causes set out in sub-paragraph 4(d), (e) or (f) arise in the course of Display, CCP shall retain the right to receive the full remuneration provided for in the Order. Where the causes set out in sub-paragraph 4(d), (e) or (f) arise prior to Display, CCP shall propose an alternative location of Display and CCP's remuneration shall be reduced accordingly if the Client does not accept the proposed alternative Display location.
7. In the case referred to in sub-paragraph 1, CCP shall demand that the Client change the content of the Advertisement in such time as to enable the execution of the Advertising Campaign. In the event that the Client refuses to change the content of the Advertisement or changes it in a manner inconsistent with CCP's recommendations (i.e. the Advertisement continues to raise concerns as to its compliance with the law or morality) or in such time as to cause delays in the execution of the Advertising Campaign, the Parties confirm that CCP shall retain the right to the full remuneration provided for in the Order in connection with the reservation of Advertising Media for the Client and in connection with CCP's readiness to provide Services.

8. The conclusion of the Order does not in any case imply that CCP accepts any liability (including towards third parties) for the Advertisements displayed on the basis of the Order or for their content.
9. It is the Client's responsibility to ensure that it is entitled to use the information, data, trademarks and all other legally protected elements contained in the Advertisements. The conclusion of the Order is tantamount to the Client's statement that the above obligation has been fulfilled and that the Advertisements ordered to be displayed are not contrary to the law (including but not limited to prohibitions on advertising concerning, for example, gambling games, alcoholic beverages, tobacco products) or morality, and that the conclusion of the Order does not violate rules of public procurement.
10. The Client represents and warrants that the New Mobile Technologies incorporated in Advertisements do not infringe the law and in particular do not link to websites/messages containing legally prohibited contents, including advertisements. In addition, the Client is solely responsible for any damage caused to third parties in connection with the use of New Mobile Technologies incorporated in its Advertisements.
11. The Client shall be obliged to repair any damage incurred by CCP in connection with the content or form of the presented Advertisement, as well as any costs of litigation, including court fees, costs of legal representation and other reasonable expenses of incurred by CCP in connection with any third party claims related to the Display of the Client's Advertisements and the costs of repairing damaged Advertising Media. At the same time, CCP shall immediately inform the Client of any claims made or proceedings initiated regarding the content or form of Advertisements.
12. If, as a result of the assessment of the Advertisement Layout carried out pursuant to sub-paragraph 1, or for other reasons attributable to the Client, it is necessary to make modifications to the content of the Advertisement Layout provided to CCP, the Client shall not be entitled to any claim against CCP related to the reimbursement of costs incurred in connection with the preparation of new Advertisement Layouts and the printing of Advertisements.
13. The Client represents that it consents to the use by CCP of photographs of Advertising Media on which Advertisements are displayed for marketing and self-promotional purposes (such as newsletters, commercial presentations, catalogues, promotional materials on CCP websites and other forms of presentation on the Internet).
14. The Client represents that it consents to the use by CCP for marketing and self-promotional purposes of the results of marketing research concerning the conducted Advertising Campaigns, including the publication of data concerning the number and type of Advertising Media on which Advertising Campaigns have been conducted, the geographical coverage of Advertising Campaigns and the Client's business. The above consents are not limited in time or territory.

Paragraph 3.

PREPARATION AND PRINTING OF ADVERTISEMENTS

1. In the case of advertising on media other than Digitals, the Client is obliged to provide CCP with the Advertisements Layout at least 10 Business Days prior to the commencement of the Advertisement Display, unless the Client entrusts the printing of Advertisements to CCP. The Client's failure to comply with this time limit may cause a delay in the installation of Advertisements and thus the shortening of the duration of the Display, with CCP retaining the right to the full remuneration provided for in the Order.
2. The Client:
 - a) is obliged to commission the printing of Advertisements to CCP in the case of Display on public transport vehicles, at airports and on City Scroll Advertising Media due to the need to keep these advertising spaces in proper technical condition,
 - b) may commission the printing of Advertisements to CCP in other cases.
3. In the event of commissioning the printing of Advertisements to CCP, the Client shall provide CCP with the Materials for printing at least 10 business days before the first day of Display.
4. The Client's failure to meet the time limit set out in sub-paragraph 3 may cause a delay in the installation of Advertisements and thus the shortening of the duration of the Display, with CCP retaining the right to the full remuneration provided for in the Order, which in such case shall be remuneration for readiness to execute an Advertising Campaign.

5. If the materials for printing delivered by the Client do not comply with the technical requirements set out in the technical specification, the Client shall accept the risk of defects in the printing of Advertisements, including colour deviations, and if it is necessary to replace the material due to its non-compliance with the specification, the Client shall bear the cost of re-printing and re-installation.
6. Furthermore, where the ordering of printing and of the Campaign is conditional on the prepayment by the Client and such prepayment is made after the designated time limit, the launch of the Campaign may be delayed proportionately, but this shall not have any bearing on the date of its completion, with CCP retaining the right to full remuneration.

Paragraph 4.

EXECUTION OF DISPLAY

1. In the case of Advertisements on Electronic Media of the Premium Digital and City Digital type, the Client shall deliver Advertising Materials no later than 5 Business Days before the first day of broadcasting by e-mail to the address provided by CCP. In the case of Advertisements on Electronic Media of the Digital Premium and City Digital type, the Client shall deliver Advertising Materials no later than 10 Business Days before the first day of broadcasting by e-mail to the address provided by CCP.
2. In other cases, where printing is on the Client's side, the Client shall deliver Advertising Materials to the warehouse designated by CCP no later than 10 Business Days before the first day of Display unless the Client has commissioned printing to CCP, in which case the time limits set out in sub-paragraph 3 shall apply.
3. The Client is obliged to provide the following quantities of Advertising Materials:
 - a) in the case of advertising on the Backlight Flag, Adbox and Mesh surfaces – the quantity corresponding to the quantity of the Backlight, Flag/Adbox and Mesh surfaces – no spare items,
 - b) 120% of the quantity on other types of CLT and 6x3 media;The above does not apply to advertising on Electronic Media and Transit Advertisements.
4. With reference to sub-paragraph 3(b) above, the Client ordering the Display of Advertisements on fewer than 5 Advertising Media shall be obliged to provide at least one spare item of Advertising Material.
5. The Client's failure to comply with the time limit for or method of delivery of Advertising Materials specified above may cause a delay in the commencement of Display and thus the shortening of its duration, with CCP retaining the right to the full remuneration specified in the Order.
6. Advertisements should meet CCP's technical requirements described in the Order.
7. Receipt of Advertising Materials by CCP's warehouse does not imply acceptance of printing or fulfilment of the requirements applicable to Advertising Materials.
8. CCP shall carry out the Advertising Campaign in accordance with the Campaign plan:
 - a) in the case of Premium Digitals in shopping centres – during the opening hours of the centre,
 - b) in the case of the network of City Digital media – in accordance with the broadcasting plan, for not less than 20 hours a day on each medium forming part of the network,
 - c) in the case of other media – depending on the date of installation of Advertising Materials.
9. With reference to sub-paragraph 8(c) above, the time limits for the installation of Advertising Materials shall be as follows:
 - a) in the case of Supernet, Flag and Adbox media, the installation of Advertising Materials shall take place over two Business Days preceding the first day of Display,
 - b) in the case of Backlight and Mesh media, the installation of Advertising Materials shall take place over three Business Days starting from two Business Days preceding the first day of Display (two Business Days preceding the Campaign and the first Business Day of the Campaign),

- c) in the case of Citylight media, the installation of Advertising Materials shall take place on the first Business Day of the Campaign,
 - d) in the case of Citylight Scroll media, the installation of Advertising Materials shall take place over two Business Days starting from the first Business Day of the Campaign,
 - e) in the case of Advertising on vehicles (Transit Media), the installation of all Advertising Materials shall take place within a maximum of three Business Days from the first day of Display.
10. If the Order is concluded less than 10 Business Days before the first day of Display, the date of installation of Advertisements may be determined by the Parties through individual negotiations.
 11. Advertisements shall be displayed on Transit Media in accordance with the operating cycle applicable to public transport vehicles. Vehicles with the Client's Transit Advertisements shall operate according to carrier schedules, on different routes, taking into account their operating cycles.
 12. CCP reserves the right to leave Advertisements on Advertising Media after the end of Display unless the Client requests in writing that they be removed.
 13. The request for removal of Advertisements must be sent in the form of a document (e-mail) before the commencement of Display of the Campaign within 5 Business Days before the first day of Display. CCP shall remove Advertisements within 6 Business Days after the end of Display.
 14. CCP reserves the right to charge the Client with the costs of removal if requested by the Client.
 15. The removal of Advertisements displayed on Transit Media may take place within 14 days after the end of Advertisement Display, subject to the procedures of municipal authorities and/or transport companies.
 16. If the Order does not indicate how to handle unused Advertisements after the end of Display, they shall be stored for 15 days from the end of Display at CCP's central warehouse for collection by the Client. If not collected by the Client in that time, they shall be disposed of at the expense of CCP. Advertisements on Transit Media shall be disposed of upon removal. Advertisements in warehouses other than the central warehouse shall not be stored.
 17. In the case of Supernet and Backlight media, the campaign duration means the period of Display of Advertising Material and the technical period, i.e. the days forming part of the campaign when CCP may remove the Advertising Material and install other Advertising Material not covered by the present Order.
 18. The Client acknowledges that in exceptional situations, when the installation or removal of Display (e.g. Flags) would take place outside the technical period in certain shopping centres, the Client shall be required to bear additional costs on this account, as notified in advance by CCP.

Paragraph 5.

CAMPAIGN EVIDENCE

1. Upon completion of the Advertising Campaign CCP shall prepare documentation evidencing its execution.
2. CCP shall provide documentation on the execution of the Advertising Campaign without undue delay, but not later than within 21 days from the first day of Display, with the exception of Advertisements on Premium Digital and City Digital. Documentation on the execution of the Advertising Campaign on Premium Digital and City Digital media (broadcasting report) shall be submitted within 7 Business Days upon completion of the Campaign.
3. No additional remuneration shall be due to CCP for the provision of the documentation.
4. CCP notes that in the case of Advertisements on electronic advertising surfaces, the documentation referred to in sub-paragraph 1 shall not include photographs of the Advertisement. In other cases, the documentation may include sample images of the Advertisement.
5. At the Client's special request, CCP may prepare a report on the progress of the installation of Advertising Materials. The report in question shall be subject to an additional fee, the amount of which shall be determined by the Parties in addition to the remuneration specified in the Order.

6. The Client shall, within a maximum of 4 days from the date of receiving from CCP the documentation on the execution of the Advertising Campaign, raise objections, if any, concerning the non-compliance of the Advertisement with the submitted Layouts as regards the distribution of themes and locations or other elements related to the Advertising Campaign, under pain of losing its right to raise any objections regarding Display after that time limit.

Paragraph 6.

OBSTACLES TO EXECUTION OF DISPLAY

1. CCP shall not bear any liability for the inability to commence or continue an Advertising Campaign for reasons not attributable to it, which means in particular:
 - a) damage to Advertising Media and/or Advertisements,
 - b) a change in the generally applicable law or local law applicable to the Order, a change in the practice of the authorities regarding the application or interpretation of the law,
 - c) consumption of all Advertisements delivered by the Client or printed by CCP at the Client's request,
 - d) decisions of government and self-government administration bodies, in particular road authorities, offices competent for construction or architectural matters, city art consultants, as well as decisions of managers of real properties or public transport vehicles on which Advertising Media are located,
 - e) the occurrence of weather conditions that prevent complete or partial execution of the Advertising Campaign because of occupational health and safety concerns or technical requirements for the mounting of Advertisements, such as for example: temperature drop below minus 5 degrees Celsius or increase above 30 degrees Celsius, wind speed greater than 10m/s, heavy rainfall, hail or snow, with the proviso that, in relation to Citylight Scroll Advertising Media, any rain or snowfall prevents the mounting of Advertisements,
 - f) actions of transport companies, vehicles owners and/or airports on or at which the Advertisements is placed,
 - g) the rules and regulations applied by transport companies and vehicle owners,
 - h) acts of devastation,
 - i) the questioning of the contents of the Advertisement by municipal authorities, transport companies or the body authorised to evaluate the legality of advertisements,
 - j) the existence of other circumstances, independent of CCP, generally defined as force majeure, preventing the advertising campaign from being totally or partly carried out, for example: server failure, power supply disruptions, telephone interruptions, access to the Internet and e-mail, fire, hurricane, flood, state of natural disaster, state of emergency, martial law, terrorist attack, state of epidemic threat, state of epidemic, and similar events, in particular when they cause a restriction or lack of access to the CCP premises and its facilities, documents, CCP property, limitation or lack of access to data , to funds in banks.
2. In the event of the circumstances described in sub-paragraph 1 (with the exception of letter e), CCP shall immediately bring them to the Client's attention while presenting a plan to execute Advertising Campaigns wholly or partially with the use of substitute Advertising Media Locations. In the absence of the Client's response within 2 Business Days from the date of receipt of the above information, it is considered that the Client agrees to the use of the substitute Advertising Media Locations proposed by CCP. In the event that the Client does not consent to the use of substitute Locations, the Order shall expire without giving rise to any claims for damages against CCP as far as the Advertising Media on which no Display is executed are concerned, and the remuneration due to CCP shall be proportionally reduced.
3. In the event of adverse weather conditions mentioned in sub-paragraph 1(e), CCP reserves the right to delay installation until the conditions preventing the completion of the installation cease to exist, which shall remain without effect on the duration of the Campaign and the amount of the remuneration specified in the Order.
4. In the event of failure to meet the time limit for the installation of Advertisements or broadcasting on Electronic Media due to CCP's fault, the net amount of remuneration due to CCP for Display on the Advertising Media concerned by such delay relates shall be reduced proportionally for each day of delay.

Paragraph 7.**REMOVAL OF DEFECTS AND COMPLAINTS**

1. During the Advertising Campaign CCP undertakes to keep Advertising Media and/or Advertisements in good technical and aesthetic condition and to remove any defects found in Advertising Media and/or Digital displays and/or Advertisements (using the spare pool of Advertisements provided by the Client or printed by CCP at the Client's request) within 2 Business Days from the day CCP is informed about, or discovers, the defect.
2. If the defect cannot be removed within the time limit specified in sub-paragraph 1, CCP shall notify the Client thereof, at the same time providing the Client with the addresses of substitute Advertising Media Locations where Display may be continued. In the absence of the Client's response within 2 Business Days from the date of receipt of the above information, it is considered that the Client agrees to the use of the substitute Advertising Media Locations indicated by CCP. In the event that the Client has not agreed to the use of substitute Advertising Media Locations, the net amount of remuneration due to CCP for Display on the Advertising Medium concerned by the defect shall be reduced proportionately. In the event of a delay in repairing a lighting defect, CCP undertakes to grant a 20% discount on the daily rental fee for a given medium for each day of delay.
3. The obligation to remove defects does not apply to Advertisements of which no spare copies are available to CCP; in such a case, the Parties shall agree in writing the conditions of printing or delivery, and installation, of new Advertising Materials, as well as the conditions of patching up the Medium. The printing of new Advertisements shall be at the Client's expense.
4. In the event of failure to meet the time limit for the removal of defects in Advertising Media or Advertising Materials due to CCP's fault, the net amount of remuneration due to CCP for Display on the Medium concerned by the delay shall be reduced proportionally for each day of delay unless, in accordance with sub-paragraph 2, back-up Advertising Media Locations are used by CCP to execute Display.
5. The occurrence of the circumstances referred to in sub-paragraph 2 does not imply CCP's cancellation of the Order within the meaning of Paragraph 8.
6. The Client should submit complaints concerning the manner and quality of execution of an Advertising Campaign to CCP via e-mail within 2 Business Days of becoming aware of irregularities in the Advertising Campaign. A complaint should specify the case of improper execution of the Campaign, including the identification of Advertising Media Locations concerned by the complaint.
7. In the event of failure to comply with the time limit for submitting a complaint, or failure to comply with the other rules on submission of complaints set out in sub-paragraph 6, the complaint shall not be considered by CCP.
8. If the complaint is justified, CCP shall, in consultation with the Client, remove the defects of the Advertisement, unless the Parties agree on another form of compensation.
9. In each case, CCP is obliged to inform the Client by e-mail about the method of consideration of the complaint within 2 Business Days from the date of its receipt.
10. Submission of a complaint does not release the Client from the obligation to pay remuneration due to CCP for the completed Advertising Campaign.
11. The lack of the Client's written objections to CCP during the period of Display shall be tantamount to confirmation that the Advertising Campaign has been executed on the terms and conditions set out in the Order.

Paragraph 8.**ORDER CANCELLATION**

1. Until the date of commencement of Display, the Parties may, by way of a written statement, cancel the Order in whole or in part, subject to the provisions below. The situations specified in Paragraph 7, i.e. a change in the scope of the Order regarding Advertising Media, shall not be considered cancellation of the Order.

2. If any of the Parties cancels the Order in whole or in part, i.e. in relation to the period of Display and/or the number of Advertising Media specified in the Order, the Party receiving a notice of cancellation shall have the right to demand from the other Party payment of contractual penalty, which shall be calculated as follows:
 - a) 100% of the net remuneration for the Display concerned by cancellation if the cancellation occurred between 1 to 30 days before the commencement of the Display concerned,
 - b) 75% of the net remuneration for the Display concerned by cancellation if the cancellation occurred between 31 to 60 days before the commencement of the Display concerned,
 - c) 45% of the net remuneration for the Display concerned by cancellation if the cancellation occurred between 61 to 90 days before the commencement of the Display concerned,
 - d) 15% of the net remuneration for the Display concerned by cancellation if the cancellation occurred between the date of conclusion of the Order and the 91st day before the commencement of the Display concerned,
provided that if the cancellation is partial and concerns an Order concluded for a period longer than 1 month, which will reduce the net amount of the total remuneration specified in the Order by more than 15%, then the contractual penalty will be 15% of the total remuneration specified in the Order.
3. Notwithstanding sub-paragraph 2, the Parties agree that if the Client submits a notice of cancellation of the Order after CCP has printed Advertisements and/or performed other services related to the preparation of Display, the Client shall be obliged to pay the remuneration due to CCP for the printing of Advertisements and/or performance of other services.
4. The foregoing contractual penalties shall be paid on the basis of an accounting note received by the Party obliged to make payment within 14 days of its receipt.
5. Should CCP identify any delay on the part of the Client in payments due to CCP in respect of any previous Advertising Campaigns, regardless of whether such outstanding amounts concern campaigns that are covered by earlier contracts or by the Order, CCP shall have the right to take any or all of the following measures at its own discretion:
 - a) cancel the Order through the Client's fault and charge the Client a contractual penalty of 100% of the net fee for the Advertising Campaign,
 - b) delay the commencement of the installation of the Client's Advertisement while retaining the right to full remuneration for the Advertising Campaign,
 - c) suspend the installation of the Client's Advertisement until it receives all the outstanding amounts due while retaining the right to full remuneration for the current Advertising Campaign.
6. In the event of CCP's cancellation of the Order in accordance with sub-paragraph 5, the Client shall not be entitled to any claim for reimbursement of expenses incurred in connection with the printing of Advertisements and other costs related to the Order.

Paragraph 9.

TERMS OF PAYMENT

1. The Client shall pay CCP remuneration for the Advertising Campaign CCP has been engaged to execute.
2. CCP's remuneration shall be payable on the basis of an invoice issued by CCP within 14 days from the invoicing date. The invoicing date shall be specified in the Order on a case-by-case basis.
3. CCP reserves the right to request prepayment from new clients.
4. CCP represents that it is an active VAT payer and a holder of the tax identification number (NIP): 526-02-10-599.
5. All payments in PLN shall be made by the Client by bank transfer exclusively to CCP's bank account: Bank BGŻ BNP Paribas S.A. 29 1750 0009 0000 0000 0093 0385 and payments in EUR shall be made to CCP's bank account: BGŻ BNP Paribas S.A. 85 1750 0009 0000 0000 1236 6744.

6. The Client is obliged to pay the remuneration in a timely manner to the bank account specified in the Order. Failure to comply with the time limit for payment shall result in the charging of statutory interest for delay at the maximum rate for the entire period of delay.
7. The date of payment of remuneration shall be the day of crediting CCP's bank account with the full amount of the remuneration.
8. In the event of failure to comply with the time limit for payment referred to in sub-paragraph 2, CCP shall have the right to refuse to accept a subsequent Order from the Client, and with respect to Orders relating to more than one Display, CCP shall have the right to withhold subsequent Displays until the outstanding remuneration has been paid. After having unsuccessfully requested the Client to pay the outstanding remuneration, CCP shall have the right to cancel the Order; in such case, the Client shall not be entitled to claim compensation or contractual penalty on that account, while CCP shall be entitled to claim contractual penalty from the Client pursuant to the rules set forth in Paragraph 8(2).
9. Any changes in the Client's Advertising Campaign resulting in a change in the price level shall be accounted for by means of a corrective invoice issued by CCP.

Paragraph 10.

ADDITIONAL PROVISIONS

1. Information about the Order and its conclusion shall be confidential and intended only for the Parties for the purpose of carrying out the Advertising Campaign.
2. The obligation of confidentiality does not apply to cases when disclosure of confidential information is required on the basis of and in accordance with the applicable mandatory provisions of the law, in particular on demand of an authorised third party, state administration authority or court.
3. CCP has the right to include reference to the execution of the Order and use the Client's name in its advertising materials, reference lists and presentation materials containing general information about the services performed or being performed. CCP has the right to publish information about the subject matter of the Order, the duration of its execution time and its estimated value in the course of public procurement procedures or other similar procedures conducted on a basis other than the Public Procurement Law. At the same time, CCP undertakes not to publish any detailed information regarding the Parties' mutual relations resulting from the Order without the Client's written consent.
4. Assignment of the Client's rights and obligations resulting from the Order to a third party requires CCP's prior written consent.
5. The Client represents that it shall not set off any of its claims against CCP's claims, unless the Parties agree otherwise.
6. CCP reserves the right to amend the General Terms and Conditions. Amendments to the General Terms and Conditions shall be posted on www.clearchannel.com.pl. Furthermore, the Client shall always read the General Terms and Conditions available on CCP's website before concluding each Order. The acknowledgement of the General Terms and Conditions in the Order shall serve as evidence that the Client has read and accepts the General Terms and Conditions.
7. Clear Channel Poland Sp. z o. o. with its registered office in Warsaw (00-526), ul. Krucza 16/22, shall be the controller of data specified in the Order. Personal data shall be processed for the purpose of providing services specified in the Order. The data shall not be disclosed to other parties, with the exception of parties authorised under the law. Data subjects have the right to access and rectify their data. The provision of personal data is voluntary, yet necessary to pursue the above-mentioned purpose.
8. These General Terms and Conditions do not apply to the performance of advertising services ordered by natural persons, who purchase advertising services for purposes not related to their business or professional activity. Such persons are required to contact a CCP representative to conclude an individual contract for the provision of advertising services.
9. In connection with entry into force of 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 (further referred to as 'GDPR')

and other national provisions on personal data protection, the Client acknowledges and undertakes to comply with the following rules:

- a) Personal data cannot be processed without authorisation.
- b) Personal data includes all information relating to an identified or identifiable natural person (Article 4 of the GDPR).
- c) According to Article 5 of the GDPR, the processing of personal data shall be subject to the following conditions:
 - it must serve a legitimate purpose,
 - it must be carried out as long as necessary for the achievement of the intended purpose,
 - it must use the data required for that purpose,
 - the data must be factually correct,
 - it must be lawful, i.e. fulfil the requirements laid down in Article 6 of the GDPR.
- d) Personal data cannot be processed without authorisation. Therefore, the data may not be processed, published or made available for any purpose other than the purpose associated with the proper performance of the obligations arising from the Order, and may not be used in any other way.
- e) Personal data that the Client processes in connection with the performance of its obligations arising from the Order must be treated as confidential, without prejudice to other statutory confidentiality obligations, unless there is a legally permissible basis for the transfer of data.
- f) This obligation does not affect other provisions on confidentiality.

Paragraph 11.

FINAL PROVISIONS

1. The Order shall be governed by and construed in accordance with the laws of Poland.
2. Provisions of the Polish Civil Code and other Polish legal acts shall apply to any matters not explicitly addressed in the Order and the General Terms and Conditions, and any disputes shall be settled by a Common Court of Law in Warsaw. Any liability of CCP on account of the conclusion, performance and termination (cancellation) of the Order shall be limited to the amount of the remuneration agreed in the respective Order, and shall exclude any lost profits.
3. The order is concluded in writing (a handwritten signature on a document covering the content of the declaration of intent), electronic form (declaration of intent in electronic form with a qualified electronic signature) or documentary form (declaration of intent contained in the content of an e-mail message in a manner enabling the person making the statement to be identified). Any changes to the Order, termination of the Order, withdrawal from the Order, as well as other declarations of will of the parties require, under pain of nullity, a written, electronic or documentary form. The form of the contract shall be determined by the actual manner of its conclusion and not by the contractual provision.
4. Orders shall be concluded on a case-by-case basis in as many copies as there are Parties.