

Regulations for publishers on the Linkhouse platform

Article 1.

General provisions

1. These Rules define the terms and conditions of using the app.linkhouse.co website, as well as the conditions of offering services, ordering services and providing services through the app.linkhouse.co website.
2. Linkhouse is a platform for link building and content-marketing activities. The Service Provider offers implementation of the activities and acts as an agent in their sales, linking Publishers and Advertisers, enabling the former to monetise their own media and the latter to more conveniently enjoy the benefits of link building and content marketing.
3. The owner of Linkhouse and the app.linkhouse.co website is Grupa KBR Chlewiński i Kozłowski Spółka komandytowo-akcyjna with its registered office in Katowice (40-008), ul. Warszawska 40/2A, entered in the business register of the National Court Register under KRS number 0000940617, NIP: 6342871729, REGON: 36531081200000
4. Before commencing to use the Platform, every User must accept the Rules and read [the Privacy Policy](#). Failure to do so will prevent any access to the Services.
5. In order to use the Linkhouse functionalities, a User must meet the following minimum technical requirements: a) a computer with Internet access to appropriately display the Platform; installed and updated Chrome browser with JavaScript and Cookies support on (subject to applicable provisions of the Privacy Policy); an active electronic mail account. The Service Provider shall not be liable for any third-party software installed on the User's device which can make using the Platform difficult or impossible.
6. The following terms used in these Rules shall have the following meanings:
 - a. Linkhouse or Platform – an online platform run by the administrator in Polish under the address app.linkhouse.co;
 - b. Service Provider – Grupa KBR Chlewiński i Kozłowski Spółka komandytowo-akcyjna with its registered office in Katowice (40-008), ul.

Warszawska 40/2A, entered in the business register of the National Court Register under KRS number 0000940617, NIP: 6342871729, REGON: 36531081200000;

- c. Product – a service which can be provided through the Linkhouse platform by a Publisher to an Advertiser;
- d. Offer - a unilateral declaration of a Publisher's will posted on the Linkhouse website regarding a Product offered by the Publisher through the Linkhouse website;
- e. Offer Database – an aggregated set of Publisher Offers made available on the Platform for Advertisers to view, in particular for the purpose of placing an Order for a Product;
- f. Publisher Price or Publisher Remuneration – a net rate of remuneration defined when an Offer is added on the Platform and received by the Publisher in return for a correctly executed Product order, which, depending on the legal status indicated in the User Account, may be increased by due VAT;
- g. Service – a full range of services provided electronically by the Service Provider to Users within the scope defined in the Rules. The service consists in providing online access to the Platform for offering, ordering and providing services, as well as organising the said services within it, including payment processing and customer support;
- a. Advertiser – a user of the Linkhouse website, a natural person (with full capacity to perform legal transactions) or legal person who either has ordered or intends to order a Product through the Linkhouse website. Advertisers can include both Consumers and business operators (ordering Products both in non-professional and professional capacity);
- b. Publisher – a user of the Linkhouse website, a natural person (with full capacity to perform legal transactions) or legal person who either has provided or intends to provide services (Products) through the Linkhouse website. Publishers can include both natural persons who do not pursue an economic activity and business operators;

- c. User – a natural or legal person who has registered in the Platform;
 - d. Consumer – a User who, as a natural person, uses the Linkhouse website to perform a legal transaction not directly related with their economic or professional activity. Within the meaning of these Rules, Consumers include also self-employed business operators who conclude agreements which do not have a professional character arising from the subject of their activity;
 - e. User Account - an individual User account on the Linkhouse portal which allows using Services provided through the Linkhouse website, as well as making Offers, placing and executing Orders;
 - f. Order – a transaction initiated by an Advertiser by placing an order, leading to the conclusion of an agreement between a Publisher and the Advertiser. An Order is made online in the form of a distance agreement;
 - g. Clearing Account - an individual User clearing account maintained online by the Service Provider in the currency selected by the User, available via the User Account and used for settlements between Users and the Service Provider (on the Platform, also called a Wallet);
 - h. Rules – this document together with the [Privacy Policy](#), which represents an integral part of the Rules. All the documents are available on the app.linkhouse.co website;
 - i. Privacy Policy - a document associated with the Rules which describes the guidelines for processing User personal data by the Service Provider.
2. Detailed information about Products is available on the app.linkhouse.co website, and is provided by the Service Provider by e-mail in response to User inquiries sent by e-mail to bok@linkhouse.co.
3. Users can contact the Service Provider by e-mail at bok@linkhouse.co.

Article 2.

Services provided through the Linkhouse website

1. The Service Provider shall provide electronic services to Users under distance agreements concluded between Users and the Service Provider.
2. The Services consist in providing online access to Linkhouse. The Service Provider provides *inter alia* the following types of Services through Linkhouse:
 - a. Posting Offers by Publishers;
 - b. Cataloguing, presenting and publicising Publisher Offers on the Linkhouse website;
 - c. Searching and viewing Offers and Products;
 - d. Managing and administering the process of Order placement and User cooperation regarding provision of Products;
 - e. Supervising Order execution and User cooperation;
 - f. Handling complaints, terminations and cancellations of agreements concluded by Users through the Linkhouse website;
 - g. User settlement system;
 - h. User Accounts and Profiles;
 - i. Maintaining a User communication channel;
 - j. Newsletter.
3. The above catalogue of Services is not exhaustive and the Service Provider shall have the right to modify it and remove and add Linkhouse functions at its own discretion.
4. The Service Provider shall have the right to start charging fees for certain Services, which it shall clearly communicate to Users through the Linkhouse functionality. A

User shall each time have the right to choose whether they wish to use a paid Service in Linkhouse. Changes in payments for Services shall not affect agreements already concluded with Users.

5. An agreement for the provision of Services, excluding the Newsletter Service, shall be concluded upon full and correct registration to the Linkhouse website. The agreement shall be concluded for an indefinite period of time and can be terminated by the User at any time by deleting the Account, as described in the Rules.
6. An agreement for the provision of the Newsletter Service shall be concluded upon correct registration for the Newsletter during the User account registration process. The agreement shall be concluded for an indefinite period of time and can be terminated by the User at any time by sending a statement to that effect to bok@linkhouse.co, or by using applicable Newsletter functionalities.

Article 3.

Preliminary provisions

1. The Service Provider is an intermediary between Users which provides Users with online space to offer Products and make Orders under the terms and conditions set forth in the Rules.
2. The Service Provider shall not be a party to agreements concluded between a Publisher and an Advertiser, unless it acts in the capacity of a Publisher in a specific transaction. The Service Provider shall not have any influence on individual conditions agreed between a Publisher and an Advertiser, and shall not bear any liability for them.
3. Deemed as a business day within the meaning of these Rules shall be any day other than Saturday, Sunday and any other public holiday as stipulated in the Act on public holidays.
4. Whenever the term of one month is used in the Rules or on the Platform, it shall mean a period of 30 (say: thirty) calendar days.
5. Whenever the Rules or the Platform make reference to an indefinite period of validity

of a Product, understood in particular as e.g.

- a. the time of exposure of a sponsored article,
- b. the time of placing a link in an existing article on a website subject to an Offer,

the Service Provider reserves that it must be at least 12 months (say: twelve months).

6. The content, including descriptions of Offers as well as photographs and graphics, posted on the Platform by Publishers shall be their property and they shall bear sole liability for any third party right infringements.
7. It shall be strictly forbidden to infringe the Rules, post on the Platform any content which includes elements that are in conflict with law or principles of morality, in particular content that is pornographic, vulgar, defamatory, offends religious feelings, incites racial or religious hatred, propagates audio or computer piracy, disseminates data breaking techniques or viruses, or any other materials with similar content or effect.
8. The Service Provider shall have the right to edit and delete any content posted by Publishers insofar as it includes content which is in conflict with law or the provisions of the Rules. Any and all content in conflict with law shall be deleted by the Service Provider within 3 days from being reported to the latter, provided that its illegality or conflict with the Rules is confirmed.
9. The Account of a Publisher who persistently posts content that is illegal or infringes personal rights of other persons may be blocked or deleted by the Service Provider.
10. Offers posted on the Platform shall be visible only to Users who have logged in. Users shall be under obligation to keep the content of Offers, Publisher data and prices offered by Publishers for Products confidential.
11. The Service Provider shall have the right to use logos, pseudonyms, social account names, company names and web addresses of Users on the Platform, website and in promotional materials with information that the User concerned is a Publisher and uses the Platform. The Publisher shall grant the Service Provider a non-exclusive

licence to use its logo to the extent necessary for pursuing the objective said in the preceding sentence. The licence shall be granted by the Publisher for the duration of the agreement.

12. The Publisher represents that if it loses the rights to the website on which materials covered by an Order are published, it shall take all practicable actions to keep the materials on the website for as long as stipulated in the Offer or the Rules.
13. The Publisher shall have the right to change the URL address of published materials covered by an Order throughout the duration of the agreement binding it with an Advertiser, provided that it uses 301 redirection. The Publisher's action referred to in the previous sentence shall not represent an infringement of the Rules or agreement with an Advertiser, unless the Publisher and Advertiser agree otherwise.

Article 4.

Posting Offers

1. By adding an Offer to the Platform, a Publisher gives its consent for it to be presented in the Offer Database in a form chosen by the Service Provider.
2. Adding an Offer to the Offer Databases, a Publisher represents also that it holds all rights to act on behalf of the owner of the website to which the Offer applies. Shall this representation be untrue, the Account of the Publisher concerned shall be blocked immediately.
3. The Publisher Price or the Publisher Remuneration, understood as a net rate of remuneration under a specific Offer, shall not represent the price paid by an Advertiser when placing an order, as that shall be established by the Service Provider at its sole discretion. The Service Provider shall collect its remuneration, i.e. a margin, each time an agreement is concluded between a Publisher and Advertiser.
4. Adding an Offer by a Publisher, and then presenting it by the Service Provider in the Offer Database shall not be a guarantee that any orders will be received from an

Advertiser in any amount or at any volume level understood as a monetary value of orders over a period of time. A Publisher shall conduct activities in Linkhouse on its own account and at its own risk.

5. The period of validity of an Offer added by a Publisher shall be indefinite, and a Publisher is obliged to comply with its conditions until the Offer is deleted or modified.
6. Offers on the Platform shall be moderated. The Service Provider shall have the right to accept an Offer without any changes, modify it or reject it while indicating its reasons for doing so. A Publisher shall have the right to re-submit an Offer for acceptance any number of times. The Service Provider shall have the right to modify an Offer in any manner to ensure that Advertisers have trustworthy and truthful information about it.
7. In the event that a Publisher modifies a previously accepted Offer, it shall be re-moderated and shall be made available in the Offer database only when accepted by the Service Provider.
8. It is prohibited to include in Offers and product descriptions, as well as in other functionalities of the Platform, any information which would aim to encourage any direct contacts between Users outside the Platform, such as, in particular, e-mail addresses, telephone numbers, links to contact forms.
9. Where, during the process of placing an Order, an Advertiser requests using a tracking code developed by the Service Provider to monitor the effectiveness of a specific marketing campaign, and where the Publisher consents for that method to be used, then the Publisher shall also represent that it holds all subscriber or end user consents legally required to install the code and process data acquired through it.
10. The Service Provider reserves the right to delete an Offer or Offers from the Platform, with a decision whether or not to specify its reasons for doing so to be made at its convenience. A User that is not a Consumer shall not be entitled to any claims against the Service Provider for deletion of its Offer.
11. The Service Provider reserves that a Publisher shall have the right to resign from

executing an order placed by an Advertiser.

12. Posting its content on the Platform, a Publisher represents that:
 - a. it has the full right of disposal over the content it posts on the Platform, holds economic copyrights over it which are not restricted for the benefit of any third party, or has the right to use the content under a licence or any other legal instrument, with an obligation to inform the Advertiser about the nature of its rights, in particular where they may be taken away from it under a third party decision;
 - b. persons recorded in messages/photographs whose consent is necessary for dissemination of those messages/photographs have given their consent for their image to be disseminated;
 - c. information included in the posted content is true and not aimed at misleading anyone, and is not illegal advertising under generally applicable provisions of law;
 - d. information included in the posted content is permitted under Consumer rights law.
13. A Publisher undertakes to present relevant documents confirming the legal status referred to in Article 4(14)(a)-(d) of the Rules at every demand of the Service Provider.
14. A Publisher shall bear full liability for the content it posts on the Platform and for any infringements of third party rights. In the event that any third party raises claims directly against the Service Provider, the Publisher undertakes to discharge the Service Provider from any liability and to join any proceedings in the capacity of the defendant, or if that is not possible, then in the capacity of the intervener.
15. Posting on the Platform a work within the meaning of copyright law, a Publisher shall grant the Service Provider a non-exclusive, irrevocable, free-of-charge licence to grant further licences to the extent necessary for the correct provision of Services, such licence being unrestricted in terms of time or territory.

16. The Publisher shall grant licence to use the content in the following fields of exploitation:

- a. recording and reproduction of the work - producing copies of the work by means of a specific technology, including by printing, reprography, magnetic recording and digital technology;
- b. introduction of the original or copies into circulation;
- c. performing, exhibiting, displaying, reproducing, and broadcasting and re-emitting in public, as well as making the work publicly available in such a manner that everyone may have access thereto at a place and time they choose,
- d. any forms of publication, in particular posters, leaflets, billboards and other printed promotional materials,
- e. television/radio reports and spots,
- f. publications in newspapers and magazines,
- g. dissemination in the Internet, on the Platform, on social media websites, on banners on other websites, in a newsletter,
- h. making available to other entities for the aforementioned purposes.

Article 5

General provisions regarding service provision by Publishers

1. Adding an Offer on the Platform, a Publisher shall have the right to indicate technical and professional requirements regarding materials to be submitted by an Advertiser for emitting.
2. A Publisher shall not be liable for any infringements of law, including third party rights, intellectual property rights or personal rights, as a result of publishing content delivered to it by an Advertiser. The said liability shall be limited in time to the

moment the Publisher receives information about the said infringement. Having received the said information, the Publisher shall be obliged and entitled to cease to emit the content delivered to it by the Advertiser, either temporarily or permanently, until the issue is resolved. The Advertiser shall not be entitled to raise any claims against the Publisher on the grounds of the said cessation.

3. By publishing a delivered material, a Publisher represents that it accepts its technical and professional aspects, and that it does not raise any reservations against the Advertiser in this respect.
4. Emission of a sponsored article, an advertising link or a link in an existing article shall take place:
 - a. Not later than 2 business days from informing the Publisher about an order awaiting execution on the Platform, such information to be provided by an e-mail message and presentation of the order in the list of orders on the Platform. The aforementioned deadline shall not apply where the Advertiser clearly indicated a different deadline in its guidelines addressed to the Publisher. In such a situation, the date indicated by the Advertiser shall be binding, provided that if the requested publication date is the same as the date on which the guidelines were sent to the Publisher, the Publisher shall have the right to deliver the Product within 1 business day from that date at the latest.
 - b. On the website specified in the Offer posted on the Platform by the Publisher.
 - c. With the internal link to the article on the said website maintained, provided that the webpage on which the link is placed cannot have the html attribute "noindex", a canonical link leading to a URL address other than the publication URL, or any other that can otherwise prevent indexation by the Google browser, including by means of robots.txt, and the link itself must not have the attribute rel="nofollow".
 - On the Internet domain indicated in the Offer, provided that if the Offer gives the main domain of a website, then publication on any sub-domain is prohibited.

- In the form that is not different from the one indicated on the Platform, unless agreed otherwise with the Advertiser.
 - With all the technical, professional and commercial aspects indicated in the Offer maintained.
 - Whenever the Offer mentions html links with the dofollow parameter, it shall mean that such a link must not be equipped with the "nofollow", "ugc" or "sponsored" attribute.
 - Correct emission of materials shall mean one where the Advertiser has not lodged any complaints (corrections) within 3 business days from their emission, unless the Publisher has made unauthorised changes, without the Advertiser's consent, in an Offer already published on the Platform and accepted by the Advertiser.
- d. An Advertiser shall have the right to submit corrections within 3 business days from the date of emission of the materials. If the Advertiser submits corrections, the Publisher shall apply them within 2 business days thereafter. The Service Provider shall not reserve any maximum number of permitted corrections submitted by an Advertiser, provided that the Publisher shall have the right to submit every correction from the Advertiser to the Service provider for mediation. In the event that the Publisher fails to apply corrections from the Advertiser, it shall not be entitled to any remuneration for the delivery of the Product.
- e. The Publisher shall not be entitled to receive any remuneration if it publishes the materials on a website other than the one indicated in the Offer. If remuneration is paid despite publication of the materials on a website other than indicated in the Offer, the Publisher shall be obliged to promptly return the remuneration for such publication in its entirety.
- f. The Publisher shall be entitled to receive remuneration within 2 business days from the Advertiser's silent acceptance of the Product execution, i.e. upon lapse of the dates specified in Paragraph 6 without any corrections of the Product being submitted. The Publisher's remuneration for executed Products

shall be provided by increasing the Publisher's Clearing Account (balance) on the Platform.

Article 6.

Sponsored articles

1. An Advertiser shall provide the content of sponsored articles along with accompanying media (in particular photographs, links to films, video files, advertising banners and other graphic content).
2. Depending on details of an Offer added by a Publisher to the Platform, a sponsored article shall be emitted for (beginning on the day of its publication on a website):
 - a. at least 12 months;
 - b. an indefinite period – which means for as long as the website specified in the Offer exists in the Internet, but not shorter than 12 months
3. If an article is emitted pursuant to Article 6(2)(a), and the Publisher decides to remove the outgoing link from the article after that time, then the Publisher shall be allowed to do so only by removing the entire article from the website.
4. In return for emitting a sponsored article in accordance with an Offer posted on the Platform, the Publisher shall receive the remuneration indicated in the Offer within 2 business days from the silent acceptance of the Product execution in accordance with Article 5(4).
5. Deemed as correct execution of a Product shall be publication of the sponsored article concerned and placement of a direct link to it in an appropriate place on the Platform.
6. The Publisher is forbidden to edit an article in any manner after it has been published (including, in particular, placing additional outgoing links in it).

Article 7.

Advertising links

1. Advertising links represent a Product which involves emission of a text link or advertising banner in the place defined in the Publisher's Offer on the website identified in that Offer.
2. The date of emission of an advertising link shall be defined each time in an Order. Accepting an Order by the Publisher and emission of the advertising link shall also mean consent to emission of the advertising link throughout the entire period indicated by the Advertiser in the Order. The aforementioned deadline shall not apply where the Advertiser clearly indicated a different deadline in its guidelines addressed to the Publisher. In such a situation, the date indicated by the Advertiser shall be binding, provided that if the requested publication date is the same as the date on which the guidelines were sent to the Publisher, the Publisher shall have the right to deliver the Product within 1 business day from that date at the latest.
3. The Service Provider reserves that the Publisher Price indicated in an Offer at 1-month intervals may be converted into a daily rate to enable the Advertiser to place orders for periods of time other than a multiple of a month.
4. The Publisher shall have the right to establish the minimum period of emission of a single advertising link under an Offer.
5. In return for emitting an advertising link in accordance with an Offer posted on the Platform, the Publisher shall receive the remuneration indicated in that Offer within 3 business days from the correct publication of the advertising link, provided that publication of an advertising link shall be understood as providing a direct link to the said publication in the appropriate place on the Platform.
6. The Publisher is forbidden to edit an advertising link provided by an Advertiser without the latter's consent.

Article 8.

Links in existing articles

1. Links in existing articles shall mean emission of a link indicated by an Advertiser in

the manner defined by that Advertiser in an already existing article on the website identified in an Offer posted by a Publisher.

2. The Publisher warrants that it has the full right to use the said article on the website identified its Offer, and thus it shall not infringe any third party rights.
3. Depending on details of an Offer added by a Publisher to the Platform, a link in an already existing article shall be emitted for (beginning on the day of its publication on a website):
 - a. at least 12 months
 - b. an indefinite period – which means for as long as the website specified in the Offer exists in the Internet, but not shorter than 12 months.
4. In return for emitting a link in an existing article in accordance with an Offer posted on the Platform, the Publisher shall receive the remuneration indicated in that Offer within 3 business days from the correct publication of the said link in an existing article, provided that publication of a link in an existing article shall be understood as providing a direct link to the said publication in the appropriate place on the Platform.

Article 9.

Broken links

1. Broken links shall mean emission of a link indicated by an Advertiser in the manner defined by that Advertiser in an already existing article or elsewhere on the website concerned in place of the current emission of another link ("Broken Links").
2. As regards Broken Links, the provisions of the Rules regarding Products and Offers shall apply *mutatis mutandis*.
3. The Publisher warrants that it has the full right to use the article referred to in Article 9(1) on the website defined in the Publisher's Offer, in particular that it holds economic copyrights over it or a relevant licence, and thus it shall not infringe any third party rights, in particular intellectual property rights.

4. Broken Links shall be emitted by a Publisher for an indefinite period of time, i.e. for as long as the website specified in the Offer exists in the Internet, but not shorter than 12 months.
5. In return for emitting a Broken Link in accordance with an Offer posted on the Platform, the Publisher shall receive the Publisher Remuneration indicated in that Offer within 3 business days from the correct publication of the broken link, provided that publication of a broken link shall be understood as providing a direct link to the said publication in the appropriate place on the Platform.
6. If a Publisher breaches the obligation referred to in Article 9(4), regardless of the causes of failure to emit a Broken Link, it undertakes to return the entire remuneration referred to in Article 9(5).

Article 10.

Mailing

1. The service of mailing, one of Offers posted by Publishers on the Platform, shall be understood as bulk mailing of electronic messages to recipients gathered within the website indicated in an Offer.
2. Whenever mailing is ordered through the Platform, the Publisher concerned represents that it holds the full right to use e-mail addresses it has collected for marketing purposes. In particular, the Publisher shall assume liability for infringing third party rights specified in the Act on the provision of services by electronic means, the Telecommunication Law, and legal acts regarding personal data protection. In that respect, the Publisher shall discharge the Advertiser and Service Provider from any liability and shall cover all damage suffered by the aforementioned entities in connection with the said infringements.
3. A mailing campaign shall be conducted by the Publisher in accordance with the details provided in an Offer, in particular the dates indicated by the Publisher.
4. A mailing campaign shall be deemed as implemented correctly if the

Publisher provides the Advertiser with a report on its implementation through the Platform.

5. Upon delivery of the report, the Advertiser shall have 3 business days to lodge a complaint. After that date, the Publisher shall receive remuneration for the execution of the Product.

Article 11.

Settlements

1. In return for the correct and complete execution of a Product under its Offer, a Publisher shall receive the remuneration it indicated in the Offer, the remuneration having the form of electronic record on the Publisher's virtual Clearing Account (balance) on the Platform.
2. Depending on the Publisher's legal status, the Publisher Remuneration can be increased by VAT, provided that the Publisher is a VAT taxable person.
3. Funds accumulated on a virtual Clearing Account can be:
 - a. withdrawn by the Publisher upon submission of a VAT invoice or a bill through the Platform, in accordance with the manual provided on the Platform. The Currencies in which withdrawals shall be possible are: USD/ EUR/ PLN/ GBP. The minimum amount of a withdrawal shall be 50 (say: fifty) of a selected currency.
4. The aforementioned withdrawal of funds from a virtual Clearing Account shall be effected within 3 business days from the submission of a correct VAT invoice or bill at the latest.
5. A Publisher shall be obliged to and bear sole liability for conducting tax settlements regarding its remuneration received in return for actions taken through the Platform.
6. When withdrawing funds from a virtual Clearing Account, a foreign Publisher shall be obliged to submit a tax residence certificate for the purpose of effecting

applicable tax settlements.

7. A Publisher shall be solely liable for paying all due civil law levies, in particular taxes, on the remuneration it has received through the Platform.
8. Both the Service Provider and a Publisher express their consent to issuing electronic invoices unsigned by the recipient and to delivering such invoices through the Platform or by electronic mail.

Article 12.

Liability

1. The Service Provider shall bear liability under the conditions set forth in the Platform Rules, subject to the provisions of these Rules.
2. The Service Provider shall not be liable for:
 - a. any actions taken by Users (Publishers or Advertisers);
 - b. the quality and lawfulness of Products offered by Publishers;
 - c. the correctness, credibility and accuracy of data obtained when using Linkhouse;
 - d. temporary technical errors occurring during operation of Linkhouse;
 - e. flaws in data entered in Linkhouse by Users.
3. The Publisher shall be fully liable towards the Advertiser and the Service Provider for the manner of execution of the Order, in particular the Publisher shall be solely liable for deletion of materials published under the Order, regardless of the causes, if it took place before the end of the publication period established in the Offer or under the Rules.

4. The Publisher shall be fully liable for any damage caused to the Advertiser and Service Provider as a result of incorrect or untimely execution of the Order.
5. The Publisher shall be solely liable towards the Advertiser for the correct execution of the Order, and shall discharge the Service Provider from such liability.
6. If the Publisher breaches the provisions of the Rules regarding the manner and dates of execution of Products for the Advertiser, the Publisher shall be obliged to return the full amount of remuneration for an incorrectly executed Product to the Advertiser.
7. The Publisher shall be liable for the content of its Offer. The Publisher shall be obliged to fully execute the Product defined in the Offer. The Publisher shall be fully liable if the Offer is changed in a manner prohibited under the Rules or aimed at misleading the Advertiser or Service Provider.
8. The Publisher shall be fully liable for publishing materials covered by an Order on the website/websites named in the Offer.
9. In the event that a lawsuit is brought against the Service Provider by an Advertiser, the Publisher undertakes to take over the claim and join the proceedings. Furthermore, the Publisher undertakes to cover any and all damage related with the lawsuit against the Services Provider, including the cost of the proceedings.
10. The foregoing limitations of the Service Provider's liability shall apply to a User who is a Consumer only to the extent permitted under generally applicable provisions of law.
11. In the event that, for causes attributable to the Publisher, the Service Provider is under obligation to return to an Advertiser a part of or all the remuneration paid for executing a Product (in particular in the case of non-execution or inappropriate execution of the Product), the Publisher shall pay the Service Provider a contractual penalty of 50% of the gross remunerations which the Publisher received from the Service Provider for executing the Product. The foregoing shall not preclude asserting compensation in excess of the amount of the contractual penalty under general provisions of law. The contractual penalty shall be paid under a debit note within 7 days from its receipt.

12. The Service Provider shall take actions to ensure continued and full availability of the Services provided, but neither does it guarantee nor is liable for their full availability, and, subject to the rights acquired under concluded Service agreements, it reserves the right to change, withdraw, suspend or interrupt any function or property of any Service to any extent and at any time. The Service Provider clarifies that no change, withdrawal, suspension or interruption of any function or property of a Service shall require a prior notification.

Article 13.

Protection of personal data

1. Data made available in Offers by Publishers shall be available to all Internet users.
2. Detailed information regarding the rules of processing and protection of processed personal data can be found in the Privacy Policy available on the Platform.

Article 14.

Prohibition of contacts

1. As part of providing Services on the Platform, the Service Provider shall be solely entitled to conduct settlements related with Products and agreements concluded through the Platform between Publishers and Advertisers.
2. A Publisher undertakes not to take any actions aimed at conducting direct settlements with an Advertiser without the involvement of the Service Provider.
3. A Publisher undertakes not to take any actions aimed at establishing direct contact with Advertisers where such contacts would involve offering services that are equivalent to Products offered by Publishers through the Platform.

Article 15.

Complaints

1. A User shall have the right to lodge a complaint about functioning of the Platform and Services provided through it. A complaint shall include at least information which allows identifying the User and indicating reasoned reservations and comments regarding the Platform or Services. Complaints shall be sent to bok@linkhouse.co.
2. The Service Provider shall consider a complaint within 14 business days, unless the complaining User failed to describe the subject and scope of the complaint in a manner that allows considering it, or fails to provide data which allows its identification.
3. In the case said above, the period to consider the complaint shall begin on the day on which the User submits the missing information to the Service Provider.
4. The Service Provider shall send its response to a complaint to the e-mail address provided by the User; the Service Provider's response to the complaint shall be final.
5. In the event that an Advertiser lodges a complaint regarding Products offered by a Publisher for which the latter received remuneration, and that complaint is considered correct, the Service Provider shall debit the Publisher's Clearing Account with the amount equivalent to the Publisher Remuneration received for the Product covered by the complaint. In the event that there are no funds on the Publisher's Clearing Account which could allow it to be debited with the full amount referred to in the preceding sentence, the Publisher undertakes to deposit the missing funds as soon as possible, but not later than 7 days following the day on which the cause for the debiting arose.

Article 16.

Amendments to the Rules

1. The Service Provider shall be entitled to amend the Rules only for a valid reason. Deemed as a valid reason shall be:
 - a. a change to legislation,

- b. a change to the technical conditions related with the functioning of the Platform and the provision of Services,
 - c. organisational changes, including legal transformation of the Service Provider,
 - d. changes to the conditions, including the prices of services provided by third parties to the Service Provider, which are necessary for the performance of agreements concluded by the Service Provider.
2. The Service Provider shall inform Users about changes to the Rules 14 days prior to their entry into force. The information shall be provided to Users in an e-mail message sent to the address given during registration and by means of a relevant note on the User Account available upon logging in.
 3. A User shall express his/her consent to amending the Rules by ticking the appropriate box below the amendment note in his/her User Account.
 4. A User who is a Consumer shall have the right to terminate his/her agreement concluded with the Service Provider within 14 days from being informed about amendments to the Rules. In the event that a User who is a Consumer terminates the agreement pursuant to the preceding sentence, the Service Provider shall be obliged to return the fees paid in the amount that is proportional to the period remaining until the end of the term of the agreement.
 5. A User who is a Business Operator shall have the right to terminate his/her Agreement concluded with the Service Provider within 7 days from being informed about amendments to the Rules.
 6. Amendments to the Rules that lead to discontinuation of the provision of Services shall become effective upon the lapse of the term of the agreement for the use of the Platform.
 7. In the event that a User who is a Business Operator takes no action within 14 days from receiving a notification about amendments to the Rules, then the amended Rules shall be binding upon that User as if he/she has accepted the Rules in

accordance with the procedure described in this Article.

8. As regards an Offer, the provisions of the Rules shall take priority in terms of importance.

Article 17.

Final provisions

1. Obligations arising from the Rules shall be subject to the provisions of Polish law. Any disputes related with the Rules shall be subject to the jurisdiction of Polish common courts.
2. Shall any of the provisions of the Rules become invalid in full or in part, ineffective or unenforceable, only that provision shall be invalid in full or in part, ineffective or unenforceable, and the other provisions shall remain in full force. The Parties undertake to negotiate in good faith to replace provisions that became invalid in full or in part, ineffective or unenforceable with provisions whose legal force and economic effect are as close to the replaced provisions as possible.
3. The Rules shall enter into force on: 20 July 2022.