

I. GENERAL PROVISIONS.

§1.

Whenever these General Terms and Conditions of Displaying Ads on LCD screens in Lokalmedia Network mention the following terms, they should be deemed to have the following respective meaning:

1. „**Lokalmedia**” - LOKALMEDIA Sp. z o.o. with registered office in Poznań (61-806), ul. Św. Marcin 43, 1st floor, court registration number KRS 0000458447; business statistical number REGON: 321361703, tax identification number NIP:499-064-80-72, represented by: Bartłomiej Bartoszewicz
2. "**Lokalmedia Network**" - commercial or educational facilities where Lokalmedia has its own LCD screens or co-operates with LCD screens' operators to provide a service of Displaying Ads on LCD screens.
3. "**Information and Advertising Block**" - a 6-minute loop of ads displayed at the Frequency of Displaying during each hour of opening times of the Facility operating in Lokalmedia Network.
4. "**Frequency of Displaying**" - a frequency at which the Information and Advertising Block is displayed within a single hour of opening times of the Facility operating in Lokalmedia Network, applicable at a given owner/holder of the Facility operating in Lokalmedia Network, not lower than 10 Displays per hour.
5. "**Working day**" - a weekday, excluding Saturdays, Sundays and statutory public holidays;
6. "**Display**" - a service performed by Lokalmedia consisting in Displaying Ads on LCD screens located in Lokalmedia Network and used during a given Advertising Campaign in accordance with the Frequency of Displaying agreed in the Order, for the period agreed in the Order, within Information and Advertising Blocks, during opening times of the Facility operating in Lokalmedia Network;
7. "**Advertising Campaign**" - a service performed by Lokalmedia which includes all activities performed by Lokalmedia to provide the Display of the Client's Ads on LCD Screens in accordance with the terms agreed in the Order;
8. "**Client**" - a natural person, a legal person or an organisational entity without legal personality, operating a business on their own behalf and ordering an Advertising Campaign on LCD screens;
9. "**LCD screens**" - LCD screens sized 19, 20, 22, 32, 43 inches or more with resolution of 1366x768, 1920x1080, installed in the Facilities in Lokalmedia Network;
10. "**New mobile technologies**" - technologies that allow access to the content, websites or messages encoded in the Advertisement with the use of mobile devices;
11. "**Facilities in Lokalmedia Network**" - supermarkets, commercial facilities, fitness studios, universities;
12. "**Advertisement**" - a promotional or other content in the form and format required by Lokalmedia, not shorter than 5 seconds but not exceeding 30 seconds;
13. "**Order**" - a contract for the Advertising Campaign concluded between the Client and Lokalmedia on the applicable Lokalmedia order form with its attachments and amendments;
14. "**Request for quotation**" (brief) - a request made by the Client to Lokalmedia with respect to the terms and conditions of a given Advertising Campaign which must contain at least the following details:
 1. a) Client's data (Client's full business name, tax identification number, address),
 2. b) name of the product, service or industry to be advertised,
 3. c) dates of the Display, duration of the Advertisement and Frequency of Displaying;

15. **"General Terms and Conditions"** (GTC) - these present terms and conditions of Displaying Ads on LCD screens in Lokalmedia Network.

§2

1. Lokalmedia reserves a right to evaluate the Client's Advertisement in terms of its compliance with the applicable provisions of law and good practice. Should the Advertisement be challenged, the Client will modify it so that its content raises no legal doubts.
2. Lokalmedia's acceptance of the Order does not give rise to any Lokalmedia's liability towards third parties for the Advertisements displayed under the given Order.
3. By providing the Advertisement to be displayed, the Client warrants and represents that the Advertisement does not violate any provisions of law and that the Client has any and all incorporeal property rights to the Advertisement, including copyrights and related rights in the scope necessary for the Display and that the Display of the Advertisement does not infringe any third-party's rights. Furthermore, the Client represents and warrants that the Display of the Advertisement does not create for Lokalmedia any obligation to pay any fee, including in particular royalties to the authors and/or holders of the related rights participating in the creation and production of the Advertisement, whether collected directly or via collecting societies.
4. Each time an Advertisement must obtain (via Lokalmedia) an acceptance of an owner/holder of the Facilities in Lokalmedia Network with respect to compliance with the applicable provisions of law and with terms and conditions of advertisement display applicable at the given owner/holder of the Facilities in Lokalmedia Network.
5. Lokalmedia reserves a right to refuse or abandon displaying an Advertisement without any liability arising therefrom if:
 1. the Advertisement promotes alcohol,
 2. the Advertisement is contrary to the applicable provisions of law (including but not limited to press law, gambling law, act on on education in sobriety and counteracting alcoholism or pharmaceutical law) and good practice, may infringe any third-party rights or justified interest of Lokalmedia, offends human dignity or otherwise may be deemed unfair competition,
 3. a competent authority makes written reservations about the content of the Advertisement,
 4. an authority responsible for ensuring compliance with media and advertising ethics makes written reservations about the content of the Advertisement,

subject to Lokalmedia's proportionate right to the remuneration agreed in the Order which in such case shall become a fee for readiness to carry out the Advertising Campaign. If Lokalmedia refuses to Display an Advertisement or abandons the Display for one of the above listed reasons, it shall not be liable to pay any damages to the Client.

6. Lokalmedia reserves a right to refuse or abandon displaying an Advertisement without any liability arising therefrom if:
 1. the owner/holder of the Facilities in Lokalmedia Network makes any reservations about the content of the Advertisement.

Should that be the case, the Client shall receive back part of Lokalmedia's remuneration for the unused period of the Campaign calculated pro rata as a ratio between the number of unused Campaign days and the total length of the Advertising Campaign determined in the Order. The Client shall not receive back Lokalmedia's remuneration for the used days of the Advertising Campaign.

6. Lokalmedia shall have a right not to display the Advertisement in the agreed time frame for technical, programme or other justified reasons
7. The Client shall repair any damage inflicted on Lokalmedia in connection with the content or form of the displayed Advertisement, including paying all costs of litigation, including court fees, court representation and other Lokalmedia's justified expenses incurred with respect to any third-party claims arising from the Display of the Client's Advertisements. At the same time, Lokalmedia shall immediately notify the Client of any claims made or actions brought with respect to the content or form of the Advertisement.

II. TERMS AND CONDITIONS FOR ORDERING ADVERTISING CAMPAIGN ON LCD SCREENS IN LOKALMEDIA NETWORK

§3

1. The Advertising Campaign is carried out on the basis of an Order, pursuant to the General Terms and Conditions and in accordance with the applicable provisions of law.
2. The Client sends a Request for Quotation to Lokalmedia either in writing or electronically (to the provided e-mail address).
3. Not later than within 1 Working Day from the reception of the Request for Quotation, Lokalmedia presents to the Client an offer for Advertising Campaign, and if at the date of receiving the Request for Quotation Lokalmedia does not have any free time slots in Information and Advertising Blocks, Lokalmedia will indicate the nearest possible dates to carry out the Advertising Campaign for the Client.
4. Within 7 Working days of the reception of the offer, the Client shall inform Lokalmedia in writing or electronically (to the provided e-mail address) whether they accept the offer. Upon receiving the Client's acceptance, Lokalmedia shall book time slots in the Information and Advertising Blocks for the Client in accordance with terms presented in the offer.
5. The Client must submit to Lokalmedia a correct Order signed by a person duly authorized to represent the Client. The Order must be submitted to Lokalmedia 5 Working days before the scheduled Display at the latest.
6. Client's failure to accept to offer or to submit the Order to Lokalmedia pursuant to subsection 5 hereof, including in particular failure to meet the indicated deadlines, allows Lokalmedia to cancel the booking of time slots.
7. Lokalmedia may entrust the completion of the Adversiting Campaign, fully or partially, to subcontractors, for whose actions in performing the Order Lokalmedia will be liable as for its own actions and omissions, and Lokalmedia cannot deny this liability under any circumstances, e.g. invoking its lack of fault in choosing the subcontractor or indicating that the works had been entrusted to an entity which performs such works under its business activity or invoking lack of the subcontractors fault. Furthermore, in choosing the Subcontractor Lokalmedia must exercise due professional diligence supported by its business experience.

§4.

1. Lokalmedia reserves a right to temporary interruptions in the Display due to technical reasons. Lokalmedia shall use its best endeavours to ensure that the said interruptions are as short as possible. Display interruptions resulting from technical reasons shall not affect the assessment of Lokalmedia's performance of its obligations with respect to the Display of Advertisements. The Display shall resume immediately after reasons preventing the service from being performed have been removed.

2. If the Display interruptions resulting from technical reasons last longer than 1 hour in one go or more than 24 hours within one week of the service, Lokalmedia shall provide an additional Display in the scope proportionate to the time when the service was not performed.

§5

1. The Client shall deliver to Lokalmedia the Advertisement in a form ready for the Display either together with the Order or 4 Working days before the Display at the latest.
2. The Client shall submit the Advertisement:
 1. on a CD or DVD to LOKALMEDIA Sp. z o.o., Poznań,(61- 806) ul. Św. Marcin 43, Floor 1.
 2. to the e-mail address: marketing@lokalmedia.pl
3. An Advertisement to be Displayed must meet the following technical requirements:
 1. For a static screen advertisement: JPEG, PNG format, width x height 1920 x 1080 pixels
 2. For a video advertisement: MP4, H.264 format, width x height 1920 x 1080 pixels
4. Lokalmedia will confirm in writing or electronically (to the e-mail address provided) that the Client has submitted the Advertisement.
5. The Client's failure to submit the Advertisement on time shall result in the Advertisement not being displayed, with Lokalmedia's full right to the remuneration agreed in the Order, which in such case shall become a fee for readiness to carry out the Advertising Campaign, after calling the Client to submit the ordered Advertisement on time.
6. Lokalmedia shall assess whether the submitted Advertisements meet all technical requirements.
7. Any deviations from technical requirements must be approved by Lokalmedia at the exclusive risk of the Client
8. Failure to submit the Order or the Advertisement on time and any other formal failures discharge Lokalmedia from the obligation of carrying out the Order and potential liability which might arise therefrom.
9. Lokalmedia may make a business decision with respect to the order of displaying the advertisements.

§6

1. The Client may cancel the whole Order or a part of it by submitting a written statement to Lokalmedia subject to the provisions set out below not later than one day the Display starts.
2. The above mentioned cancellation statement does not entail any financial consequences for the Client if it was submitted 7 (seven) days before the start of the Display at the latest.

III. REMUNERATION

§7

1. For the ordered Advertising Campaign the Client shall pay Lokalmedia remuneration.
2. The remuneration shall be set on the basis of the Client's Order.

3. Lokalmedia's remuneration shall be payable in accordance with terms and conditions set out in the Order.
4. The Client shall pay the remuneration on time to the bank account indicated on the invoice or in the Order. If the remuneration is not paid on time, statutory interest shall be calculated for the delay.
5. The payment day shall be deemed the day when the amount due as Lokalmedia's remuneration is credited on Lokalmedia's bank account.
6. If the payment deadline referred to in sub section 3 above is not met, Lokalmedia may refuse to accept the Order for Displaying further Advertisements of the Client.
7. For a series of Displays of an Advertisement, i.e. an Advertisement ordered for more than 1 calendar month, Lokalmedia may stop carrying out the Advertising Campaign of the Client's series, if the Client fails to pay remuneration for the completed part of the Display series on time, notwithstanding the right to calculate statutory interest for the delay.

IV. COMPLAINTS

§8

1. Complaints concerning the way and quality of completion of the Advertising Campaign shall be filed by the Client to Lokalmedia by e-mail within 7 days from being notified of improper implementation of the Advertising Campaign. The complaint must describe the defects of the Display with reference to the terms of the Order.
2. Complaints filed after the time frame provided hereabove shall not be examined by Lokalmedia.
3. Lokalmedia shall inform the Client about the manner in which the complaint have been dealt with by e-mail within 5 Working Days of the date when the Complaint was filed.
4. Filing of a complaint does not release the Client from the obligation to pay due remuneration to Lokalmedia for properly completed Advertising Campaign.

V. GENERAL PROVISIONS

§9

1. Any disputes arising from the Order or related therewith shall be settled by way of negotiations, or eventually by a common court having jurisdiction over the registered office of the defendant.
2. Information on the Order are confidential and addressed only to the Parties for the purpose of the Advertising Campaign.
3. Confidentiality obligation does not apply when confidential information must be disclosed under and in accordance with the applicable provisions of law, on the request of a competent state authority or a court.
4. Any Party's rights and obligations arising from the Order may not be assigned to a third party unless upon prior written consent of the other Party.
5. In the event of any discrepancies between the General Terms and Conditions and the content of the Order, the provisions of the Order shall prevail.
6. General Terms and Conditions do not apply to advertising services ordered by natural persons for a purpose not related to their business or professional activity. Such persons are advised to contact a Lokalmedia representative for an individual contract for advertising services.
7. "General Terms and Conditions of Displaying Ads on LCD screens in Lokalmedia Network" enter into force as of 01 January 2018.