

Terms and Conditions of Ceneo.pl Partner Program

ARTICLE I. – GENERAL PROVISIONS AND DEFINITIONS

1. Ceneo.pl Partner Program was created and is run by Ceneo.pl sp. z o.o. in order to promote services in the Ceneo.pl offer by means of Advertising Creations that are placed on Partners' Websites.
2. Participation in the Ceneo.pl Partner Program is based on giving Ceneo.pl sp. z o.o. a paid access to space on Websites in order to place Advertising Creations run by the Ceneo.pl Service. For the provision of the space on the Websites, Ceneo.pl sp. z o.o. will pay the participants of the Ceneo.pl Partner Program (Partners) a Remuneration based on the conditions and in the manner described in these Terms and Conditions. The administrator of your personal data is Ceneo.pl sp. z o.o.
3. Expressions used in these Terms and Conditions shall have the following meanings:

„**Ceneo.pl Partner Program**” – means a program of providing services for Ceneo by the Partner, the regulations of which are described in these Terms and Conditions.

„**Ceneo**” – refers to Ceneo.pl sp. z o.o. with headquarters in Poland, Poznań, ul.Grunwaldzka 182, 60-166 entered into the register of entrepreneurs kept by the District Court for the City of Poznań – Nowe Miasto & Wilda, 8th Economical department of National Court Register under the identification number KRS: 0000634928, with tax number PL 5252674781

„**Service Ceneo.pl**” – managed by Ceneo.pl sp. z o.o at the <http://ceneo.pl> address, is an Internet service dedicated to presenting, promoting and advertising products offered by Online Shops and, with the use of the necessary implementations, also to mediating in these sales.

„**Administrative Panel**” – should be understood as software that enables the Partner to manage and use the tools available in the Ceneo.pl Partner Program.

„**Advertising Creation**” – should be understood as HTML or JavaScript code made available within the Ceneo.pl Partner Program, the publication of which on a Website results in the display of a text link, banner, advertising display, or other forms of advertising, causing redirections to the Ceneo.pl website. Placing Advertising Creation on pages like Facebook, com, NK.pl, Google+ and other social media sites and sites under the control of other persons is possible with the consent by Ceneo.

„**A Dedicated campaign**” – Advertising Creation shared with Partners by Ceneo the individual principles of which are defined in each case in the Administrative Panel.

„**Clicking**” – should be understood as a deliberate action of a person, not being under the control of the Partner, visiting Websites, involving the activation of an Advertising Creation to launch the Ceneo.pl website defined in the Advertising Creation.

„**Conversion**” – should be understood as an event, process or action that occurs after clicking on the Advertising Creation on the Partner’s Website and redirecting an Internet user to Ceneo.pl, that, at the same time, meets the conditions specified in the Terms and Conditions for granting a Commission to the Partner.

„**Commission**” – should be understood as an amount due to the Partner by Ceneo for a single Conversion in the Ceneo.pl.

„**Remuneration**” – should be understood as the sum of the Commissions granted to the Partner by Ceneo on the terms specified in these Terms and Conditions.

„**Partner**” – should be understood as a person who joined the Ceneo.pl Partner Program, who Ceneo entered into an agreement with for paid access to space on their Website on the terms specified in the Terms and Conditions. An Internet Shop that has signed a contract with Ceneo based on the Terms and Conditions of Cooperation with the Ceneo Service cannot be a Partner of the Partner Program.

„**Agreement**” – should be understood as a legal relationship that arises between Ceneo and the Partner under these Terms and Conditions.

„**Website**” – should be understood as the Partner’s Website, where the Advertising Creation is to be inserted or has been inserted. In order to avoid any confusion, the Partner’s website is not a website under the control of another person, as well as it is not a profile on social networking sites such as: Facebook.com, NK.pl, Google+ created by the Partner or a third party.

„**API**” – means a separately specified service consisting in the provision to the Partner of a set of functions that give access to information relating to the Ceneo.pl Service in order to enable the Partner to develop individual forms of advertising. The provisions of these Terms and Conditions on Advertising Creation shall apply accordingly to individual forms of advertising prepared by the Partners.

„**Terms and Conditions**” – these „Terms and Conditions of Ceneo.pl Partner Program”.

ARTICLE II. – RULES OF PARTICIPATION IN THE CENEO.PL PARTNER PROGRAM

1. An adult natural person or a legal person or an organizational unit without legal personality, which has the rights to a Website and which has joined the Ceneo.pl Partner Program by registering and creating an account at <http://partnerzy.ceneo.pl> may become a participant of the Ceneo.pl Partner Program (Partner)
2. A Partner may only have one account in the Ceneo.pl Partner Program regardless of the number of Websites on which they provides surface for Ceneo. For Partners who are natural persons engaged in economic activities – it is acceptable to have two accounts, one of which will concern Websites related to the Partner’s business and the other which will be associated with Websites not related to the Partner’s business. For each of these two

accounts a separate registrations is needed. It is unacceptable to open accounts in the Ceneo.pl Partner Program without the consent of Ceneo if the first Agreement was terminated by Ceneo as a result of the fault of the Partner.

3. In the event of a breach of the paragraph 2 by the Partner, the said account may be blocked by Ceneo without warning and may also result in an immediate termination of the Agreement.
4. The Partner must have the legal right to the Website submitted to the Ceneo.pl Partner Program throughout the duration of the Agreement.

ARTICLE III. – RULES FOR ENTERING INTO THE AGREEMENT

1. Information posted by Ceneo on <http://pp.ceneo.pl> about the possibility and terms and conditions of joining the Ceneo.pl Partner Program aimed at potential Partners constitute an invitation to apply in order to conclude the Agreement to provide space on a Website.
2. The subject of the Agreement is giving Ceneo access by the Partner to space on the Partner's Website, where Advertising Creations selected by the Partner will be published. For its conclusion, anyone interested in participating in the Ceneo.pl Partner Program should perform the following steps:
 - a) familiarize themselves with basic information about the Ceneo.pl Partner Program available on <http://pp.ceneo.pl>,
 - b) register in the Ceneo.pl Partner Program which is available at <http://partnerzy.ceneo.pl/Account/Register>,
 - c) read the Terms and Conditions of the Ceneo.pl Partner Program and accept it by checking the „I accept the terms and conditions of the Ceneo.pl Partner Program” field; selecting the „Register” option automatically results in creating an account in the Ceneo.pl Partner Program.
3. The Website must:
 - a) have the hallmarks of a complete website, created in a way not generating doubts as to its functionality and aesthetics.
 - b) be placed and maintained on a publicly accessible server and be created with a technique allowing its operation through http or https protocols
 - c) contain a specificable subject, which also does not affect the provisions of these Terms and Conditions, the Polish law and moral standards. The Partner has overall responsibility for the contents of the Website.
 - d) be conducted in Polish, with the proviso that the partners running web sites in English can participate in the Partner Program but only with the consent by Ceneo.

4. It is understood that the Agreement is concluded when the Partner has registered in the Ceneo.pl Partner Program and has confirmed the registration by clicking on the link that was sent to the e-mail address provided by the Partner.
5. As part of their duties the Partner provides Ceneo a specified surface on the Website where the Advertising Creation is to be published and maintains the Website in a state corresponding to the requirements specified in the provisions of these Terms and Conditions throughout the duration of the Agreement.
6. The Partner and submitted Websites can be verified by Ceneo at the conclusion of the Agreement and during its duration. The verification process may include, among others: the verification of the Websites's compliance with the requirements of the Terms and Conditions, the verification of the account within the Ceneo.pl Partner Program and the verification of the compliance of the Partner's activities with the Terms and Conditions and applicable laws.
7. The Administrative Panel is made available to the Partner for the duration of the Agreement. It is available after logging into the Partner's account. Within the Administrative Panel, the Partner can insert or remove the codes of the Advertising Creation, view statistics and manage payments. Access to the Administrative Panel is not possible after the expiration of the Agreement (regardless of the reasons for the expiration) as well as during the account block period referred to in Article. VII. paragraph. 4.

ARTICLE IV. – LIMITATIONS ON WEBSITE CONTENT AND ILLICIT ACTIVITIES

1. Partner is obliged to refrain from:
 - a) placing content that violates the law or moral standards on the Website, in particular:
 - i) pornography,
 - ii) the content that infringes personal rights of others,
 - iii) incitement to hatred, racism, xenophobia and conflicts between peoples or religions,
 - iv) content that infringes copyright or other intellectual property rights, or encourages copyright infringement, including the provision of information or materials which may serve infringement of copyright or other intellectual property rights;
 - b) using the Website to illegal or morally wrong ends, and in particular:
 - i) unauthorized sharing in any way of files or of links to files, music or literary texts and other works under copyright or mediating the illegal sharing of materials protected by copyright.
 - ii) providing content that is harmful, such as. viruses, „Trojan horses”, data containing „bugs” or other harmful or destructive elements and hyperlinks to them,

- iii) posting content or taking other actions violating the rules of fair competition, including unfair ranking in search engines,
- iv) misleading the Website visitors, in particular with regard to its trustee, the source of presented goods and services or otherwise;c) placing the Advertising Creations which are activated automatically when entering the Website
- d) regular and automatic activation of Advertising Creations using software and receiving Clicks and Conversions through agreements with Internet users or by self-activation of Advertising Creations and placing Advertising Creations in „pay-to-click” or „click-harvester” or other systems, scripts, programs or methods aimed at generating artificial Clicks and Conversions.
- e) independent and not discussed with Ceneo placing of the code of an Advertising Creation on a different page than the Website, the surface of which is subject to the Agreement, in particular in the „pop-up”, „pop-down”, „interstitial” windows or other non-static and nonintegral element of the Website and on a separate website which opens simultaneously with the appropriate Website, as well as in the body of the e-mail messages like „Instant Messaging”, a message posted on a discussion forum, guestbooks, comments on blogs and other places that are not surfaces shared with Ceneo based on the Agreement,
- f) conditioning the access to the services offered by the Partner through the Website on the need to Click, making a Conversion or performing any other action which the Partner will receive the Commission for, as well as offering any tangible or intangible benefits, including benefits for the site owner or others in return for actions mentioned above,
- g) sending mass broadcasts about the Website or sending redirects contained in a hyperlink to Internet users (ie. spamming), using any medium (e-mail, mailing lists, newsgroups, instant messaging, IRC, etc.) or independent and not discussed with Ceneo placement of the Advertising Creation on a „chain letter” type of a website or any other website used for mass transfer, and the placement of Advertising Creations in a manner that violates the rules of positioning of the Ceneo Service by search engines.
- h) using redirections of Internet users with ads running on Google AdWords,
- i) sharing a Website within the Ceneo.pl Partner Program the surface of which is already used in the Ceneo.pl Partner Program by another Partner
- j) using a website in the Ceneo.pl Partner Program Ceneo.pl which the Partner prevents Ceneo verification of,
- k) breaching of the provisions of the Act of 18 July 2002 on electronic services (Journal of Laws No. 144, item. 1204),
- l) taking measures aiming at unauthorized overstating the amount of Remuneration payable to the Partner referred to in Article V, in particular independent Clicking on

Advertising Creations, evoking actions for which the Partner may be paid a Commission or inducing others to Clicking in Advertising Creations or evoking actions for which the Partner may be paid a Commission,

m) placing the Advertising Creations and advertising links not generated by means of the Administrative Panel or API tools and interfering in the code of the link redirecting to Ceneo.

2. Notwithstanding the foregoing, the Advertising Creation cannot redirect the Website users to the Ceneo.pl page, where erotic articles, spirits, tobacco, OTC drugs and e-cigarettes are offered for sale.
3. Text-based links placed on Partners' sites should have the „nofollow” parameter set.

ARTICLE V. – REMUNERATION DUE TO PARTNER

1. For providing space on the Website in connection with publishing the Advertising Creation on it, the Partner will receive Remuneration determined according to the rules of granting Commissions, referred to in paragraphs below.
2. When an Internet user's Click on the Advertising Creation of the Partner redirects him or her to the Ceneo.pl website, it will mark the Internet user with the Partner's ID and store this information in a cookie on the Internet user's computer. Therefore, the Internet user will be assigned to the Partner:
 - a) until the time of the expiry of the cookie or
 - b) up to the moment when the Internet user Clicks on Advertising Creation with another Partner's ID (in this case the Internet user is automatically assigned to the other Partner), or
 - c) up to the moment when the Internet user Clicks on a link or a form of advertising not having any Partner's ID (in this case the Internet user is not assigned to any Partner).
3. Cookie expiration time is visible for Partners in the Administrative Panel and is subject to change. The Partner will be notified about subject changes each time by means of a Message in the Administrative Panel, referred to in the preceding sentence.
4. Partner's commission is calculated from:
 - a) redirects of Internet users from the Ceneo.pl website to online shops registered in Ceneo.pl Service, when the Internet user:
 - i) visited the Ceneo.pl Service by going there directly, ie. by typing the domain address of the Ceneo.pl Service in a web browser, or by selecting a link from the list of saved links in the web browser, having a valid cookie, referred to in paragraph. 2a or

ii) visited the Ceneo.pl website by clicking on the Advertising Creation with the Partner's ID, having a valid cookie, referred to in paragraph. 2a.b) orders made by Internet users on products sold in a shop registered in the Ceneo.pl Service submitted through the Ceneo.pl Service when:

i) the Internet user visited the Ceneo.pl website going there directly, ie. by typing the domain address of the Ceneo.pl Service in a web browser, or by selecting a link from the list of saved links in the web browser, having a valid cookie, referred to in paragraph. 2a or,

ii) the Internet user visited the Ceneo.pl website by clicking on the Advertising Creation with the Partner's ID, having a valid cookie, referred to in paragraph. 2a.c) orders placed by internet users on products sold in a shop by means of the „Buy Now” (Cart) option. The commission is recorded on the Partner's account when the user's order is finalized and the contract of sale is concluded. In the case of user's withdrawal from the sales contract without stating a reason and without returning the product to the shop, Ceneo is entitled to deduct the commission calculated within the „Buy Now” service.

5. The amount of commissions is calculated by the appropriate percentage of the value of net charges made by registered shops for services provided in the Ceneo.pl Service. The amount of commission is visible to the Partner in the Administrative Panel and can be determined by Ceneo individually for each Partner.
6. Ceneo.pl applies Conversion elimination mechanism from the Partner's IP and the Conversion which it considers inaccurate or repeated. Commission will not be charged for such Conversions.
7. For providing space on the Website in connection with the publishing of the Advertising Creation on it within a dedicated Campaign the Partner will receive Remuneration determined according to the rules established for each Dedicated Campaign.
8. In case when due to a technical error, the Partner is charged with an incorrect amount, Ceneo reserves the right to adjust the Partner's account balance, which Ceneo will immediately inform the Partner of via email.

ARTICLE VI. – PAYOUT OF FUNDS

1. The Partner can make payouts of funds collected under the Ceneo.pl Partner Program each time the balance on the account amounts to a minimum of 100 PLN.
2. In order for Ceneo to make a payment, the Partner must report the desire to withdraw funds in the Administrative Panel, where the Partner is required to define data referred to in the following paragraphs. These data should be complemented by the Partner in the Administrative Panel – „Payments> Data for Transfer”. If the data for payments are not defined, the Partner can only gather resources within the Ceneo.pl Partner Program, which will be added to the Partner's balance. Until the data is completed it will not be possible

to make payouts and the Partner will not be able to dispose of or make any deductions etc. of the amount.

3. Data for withdrawals must be complete and should include: name and surname or company name, address or registered office of the company, VAT number, social security number and identity card number, REGON or KRS as well as bank account number in IBAN (26 digits). The data for payments are recorded in the database of the Ceneo.pl Partner Program and can be edited by the Partner at any time during the Agreement. Data editing may not lead to a change of the Partner.
4. If the Partner is an entrepreneur who is registered as an active VAT payer, the Partner is obliged to deliver to the Ceneo office, electronically or by letter:
 - a) a copy of an extract from the Business Activity Central Register and Information Record or KRS,
 - b) a copy of the certificate stating that the Partner is registered as an active VAT payer in the case of active VAT payers or,
 - c) a statement that the Partner is not a registered active VAT payer – in the case of Partners who are exempt from VAT;
 - d) a document confirming economic activity (eg. registration in the register of entrepreneurs) translated into Polish – in the case of Partners established outside of Poland,
 - e) certificate of VAT number assignment – in the case of Partners established outside of Poland.
5. The Partner who is not an entrepreneur within the meaning of the applicable laws or a company within the meaning of the Code of Commercial Companies must include:
 - a) a statement that the Partner is not an entrepreneur within the meaning of the applicable laws (is not an entrepreneur within the meaning of the law of residence or headquarters location of the Partner)
 - b) the certificate of registration of the Partner as a tax payer of the tax on goods and services (registration as a VAT payer in the country of residence other than Poland) – in the case of active VAT payers or,
 - c) a statement that the Partner is not a registered active VAT payer – in the case of Partners exempt from VAT.
6. In the case of changes in the Partner's data referred to in paragraph. 4 or 5 of this Article, the Partner is obliged to inform Ceneo about the changes attaching documents that include data that has changed.
7. The amount of the payment is verified for the Partner's compliance with the terms of the Agreement, in particular the correctness of Conversion. In the case of negative verification (finding a violation of terms of the Agreement), Ceneo can:
 - a) suspend the payout – in this

case the payment is rejected, and the value of the commission balance is reduced by the amount of the payment declared.

b) block the Partner's account. Blocking means the inability to log into the Administrative Panel and the cessation of charging commissions during the block. The block on the Partner's account may be withdrawn,

c) terminate the Agreement.

8. Positive verification of a declared payout, being in accordance with the provisions of paragraphs 1 to 7 above, means granting the Partner the due Remuneration.

9. The Remuneration shall be paid on the basis of a properly issued VAT invoice (in case of the Partner who is a registered active VAT payer) or a receipt.

10. Ceneo upon receipt of an invoice or a receipt and validation of the documents shall pay the Remuneration.

11. The Remuneration shall be paid to the bank account indicated by the Partner in the Administrative Panel.

12. The Remuneration shall be paid within 14 days of receipt by Ceneo of a properly issued VAT invoice or a receipt. The payment date shall be the date of debiting the Ceneo account.

13. The Partner who is not an active VAT payer is able to generate a receipt in the Administrative Panel on which the amount of funds raised is the gross amount and is equal to the Partner's account balance in the Ceneo.pl Partner Program at the time of the payment.

14. Partner who is a registered active VAT payer has the ability to generate an annex to the invoice in the Administrative Panel. Based on data from the annex, the Partner generates his own VAT invoice on which an additional fee for payable VAT is added to the amount of funds gathered in the Ceneo.pl Partner Program, and the Partner's account balance at the time of payout is the net amount. Ceneo accepts two possibilities of sending invoices and bills referred to in section 13:

a) via traditional correspondence, with a signature, sent to the address: Ceneo.pl, ul. Legnicka 48 G, 54-202 Wrocław,

b) via e-mail, without a signature, on the e-mail address: partnerzy@ceneo.pl,

15. The Partner at any time of the Agreement can control the state of Commissions accumulated in his account in the Ceneo.pl Partner Program in the Administrative Panel.

16. Partners are required to make relevant settlements under the tax obligations related to generating revenue under this Agreement on their own and on their own account. Ceneo

is not liable for non-fulfilment or improper fulfilment by the Partners of their obligations stipulated by the tax law.

17. VAT invoices or bills documenting the Partner's services may be issued on behalf of the Partner by another authorized person based on separately agreed terms.

ARTICLE VII. – CENEO AND PARTNER'S LIABILITY AND INQUIRIES

1. Ceneo is not responsible for:

a) the inability to recognize the Conversion resulted in a removal/modification, by the person using the Advertising Creation, the file containing a „cookie” with information on how to obtain the Conversion, obtained after Clicking on the Advertising Creation or by this person not using the „cookie” technology.

b) the technical problems related to the display of Advertising Creations, counting Clicks, counting Conversions or redirecting visitors of the Partner's Website.

c) any irregularities related to the settlement of payment within the Ceneo.pl Partner Program, for reasons attributable to the Partner.

d) Partner's lost benefits associated with the participation in the Ceneo.pl Partner Program,

e) the damage suffered by the Partner indirectly related to the participation in the Ceneo.pl Partner Program (in particular for the loss of potential profits by the Partner).

2. Partner shall be responsible for any damage caused by the breach of the Agreement and the Terms of Conditions. Ceneo is entitled to charge the Partner with potential costs of litigation, damages, penalties, technical supervision and repair as well as others being the consequence of breaching the Terms and Conditions or the Partner's business law.

3. In case of violation of the provisions of Article II or IV, V of the Terms and Conditions, among other consequences provided for in the Terms and Conditions, Ceneo may require the Partner to pay liquidated damages in the amount equal to the cash deposited in its account. The payment of the liquidated damages does not prevent Ceneo from recovering damages exceeding the amount of the liquidated damages.

4. In the case of infringements considered by Ceneo to be minor infringements, Ceneo.pl sp. z o.o. may block the Partner's account and call for the cessation of infringements and removal of their consequences in a given period, and in the case of a positive response of the Partner Ceneo may reactivate the account. Account block means cessation of the Ceneo.pl Partner Program functions, including the lack of access to the Administrative Panel and the suspension of the calculation of the Partner's Commissions for the participation in the Ceneo.pl Partner Program.

5. In the event of the Partner's breach of the Terms and Conditions, any measures provided in these Terms and Conditions will be applied at the discretion of Ceneo with respect to one or both of Partner's accounts.
6. Any of Partner's doubts concerning the rules of the Ceneo.pl Partner Program and issues related to the implementation of the Ceneo.pl Partner Program are explained and resolved by the Ceneo staff in the mode available on the Ceneo.pl Partner Program website.
7. Any disputes that may arise from the Agreement on the terms specified in the Terms and Conditions, shall be settled by courts of law in Poznań.

ARTICLE VIII. – PRINCIPLES OF PERSONAL DATA PROTECTION

1. Ceneo ensures the protection of personal data of the Partner and its representatives as well as information regarding the concluded Agreement and the manner of its implementation before destruction by loss, disclosure or unauthorized modification by third parties.
2. Ceneo processes personal data (Partners, Partners' representatives) in accordance with the provisions of applicable law, including Regulation of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement such data and the repeal of Directive 95/46 / EC (hereinafter 'the General Data Protection Regulation').
3. The administrator of personal data of Partners and representatives of Partners (being natural persons) within the meaning of the general data protection regulation, provided to Ceneo in connection with the performance of the Partnership Program, is Ceneo.
4. The personal data of the Partners and their representatives (including persons indicated by Ceneo as a contact person) are collected by Ceneo during registration to the Partnership Program, as well as later, during the performance of the contract concluded with the Partners.
5. Personal data of Partners and their representatives are processed for the purpose and scope necessary to perform the contract concluded under the Partnership Program. This also includes handling inquiries and complaints from Partners or their representatives, settling accounts with Partners, analyzing and examining how partners treat contracts, and processing personal data for marketing purposes, for court or administrative proceedings, for archival purposes, and for purposes of providing the accountability of the performance of obligations under the law.
6. Providing data by Partners or their representatives is only necessary to the extent resulting from the registration form for the Partnership Program and indicated in these regulations and is a contractual requirement. In the remaining scope, providing data is voluntary.
7. In connection with the performance of agreements with Partners, Ceneo does not make available and does not provide Partners with personal data of Ceneo.pl users.
8. Ceneo provides Partners and Partner representatives with the exercise of rights resulting from the provisions of the General Data Protection Regulation, including the right to access personal data, rectification, limitation, deletion, transfer as well as the right to

object to data processing. In the event of consent to the processing of personal data, Ceneo provides Partners and Partner representatives with the option of withdrawing consent at any time. Partner partners and representatives also have the right to lodge a complaint with the supervisory body.

9. Personal data of Partners and Partners' representatives may be made available to entities authorized to receive them under applicable law, including the competent judicial authorities. Personal data of Partners and Partners' representatives may also be transferred to third parties, performing activities related to the Partnership Program on behalf of Ceneo.
10. Ceneo uses the reCAPTCHA Google Inc. service to check if a person registering or logging in to the Partner Program website is a natural person. This action is aimed at preventing the use of the functionality of the Ceneo website by automated computer programs (bots) designed to send spam (unwanted commercial correspondence). The IP address of the Partner's computer or Partner's representative is then forwarded to Google. Google will anonymize this data, leaving only a part of the IP address of the Partner's computer or its representative. In exceptional cases, the full IP address of the computer is transferred to a Google server in the USA and only then is it anonymized. Google Inc. joined the US - EU Privacy Shield program, confirming the use of appropriate data protection safeguards.
11. Personal data of Partners and Partners' representatives are processed by Ceneo for the duration of the agreement concluded with the Partner and obligations arising therefrom, and then - to a limited extent - for the period during which claims can be made in connection with the performance of such a contract.
12. Personal data of Partners and Partners' representatives are protected by Ceneo against their disclosure to unauthorized persons, as well as other cases of their disclosure or loss and against destruction or unauthorized modification of indicated data through the use of appropriate organizational safeguards, as well as technical and programming safeguards, in particular data encryption systems.
13. The Partner is obliged to ensure lawful processing of personal data of Ceneo's representatives, made available to the Partner in order to perform the contract in the Partner Program.
14. Ceneo may also use "cookies" as part of the implementation of the agreement in the Partner Program. The information collected using "cookies" is used to perform the contract with the Partner, including counting Internet user redirects from the Partner's websites to the Ceneo.pl website. Detailed rules for the use of "cookies" are set out in the "Cookies Information".

ARTICLE IX. – ACCESS TO API

1. The purpose of the API is to inspire, to help develop skills and to enable Partners to create their own Advertising Creations.

2. The Partner has the right to request access to the API by contacting with Ceneo.pl using the address published on the website of the Administrative Panel. If the application is successful, the Partner receives an API key, which allows for the use of the API. Ceneo has the right to refuse to grant an activation key or annul it if the Partner seeking access to the API, in the Ceneo assessment, does not give adequate guarantee of a fair use in accordance with the provisions of these Terms and Conditions or otherwise harm the interests of Ceneo or its partners.
3. The Partner who has received an API key, referred to in paragraph. 2 bears full responsibility for its use for purposes breaching the applicable law and these Terms and Conditions. The Partner's responsibility also extends to the people the activation key was made available to even in case of non-culpable actions.
4. The Partner may use the information collected by the API solely in order to promote Ceneo services, on the terms described in these Terms and Conditions. Any other use of the API is prohibited.
5. Ceneo reserves the right to deactivate the API key and to introduce access restrictions in cases of violation of the provisions of these Terms and Conditions.
6. Ceneo does not guarantee the continuity of the API operation, however, will make every effort to ensure reliable and uninterrupted operation of the API.
7. The Partner is not entitled to modify the content returned by the API methods.
8. In the case of blocking the API access to the key the Partner is obliged to immediately delete the data collected by the API.

ARTICLE X. – TERMINATION AND WITHDRAWAL FROM THE AGREEMENT

1. Either party may terminate this Agreement without giving any reason, giving a two weeks' notice effective at the end of a calendar month.
2. In the case of the Partner participating in the Ceneo.pl Partner Program using more than one Website the termination of the Agreement concerns the participation in the Ceneo.pl Partner Program in respect of all the Websites submitted by the Partner, unless the content of the termination notice clearly indicates otherwise. To terminate the Agreement in respect only of certain Partner's Websites the provisions of this Article shall apply accordingly.
3. In the case of non-compliance by the Partner within 2 months to the call for submitting upto-date data needed to implement the Agreement or for making changes to the Partner's Website, Ceneo reserves the right to terminate the Agreement by notice.
4. In case of violation of the Terms and Conditions by the Partner, Ceneo may terminate the Agreement with immediate effect (ie. on the date of sending the email to the Partner with a notice of termination of the Agreement).

5. Ceneo reserves the right to terminate the Agreement in the following cases:
 - a) if within 3 months from the date of the Registration, the Partner does not submit any proposal for the Product, will not obtain any User, or when in the same period Remuneration will not be due to him;
 - b) if within 12 months from the date of registration Remuneration gathered by the Partner shall not exceed at least 100 PLN gross.
6. Upon expiration or termination of this Agreement, the Partner shall retain the right to the Remuneration in respect to the Ceneo.pl Service users acquired who had made an action leading to Conversion before the expiry of the Agreement. However, if the accrued amount of the Remuneration at the date of termination of the Agreement would be less than the amount of 15 PLN, no Remuneration will be paid to the Partner and the amount will be credited to the operational costs related to the conduct and closure of the Partner's account. The Remuneration due to the Partner's is to be paid in accordance with the provisions of these Terms and Conditions.
7. In the event of termination or expiry of the Agreement, the amount of the payment of the Remuneration due to the Partner shall not be subject to the provisions specified in Art. VI. paragraph. 1 of the Terms and Conditions.
8. At the time of termination for any reason, the Partner shall immediately remove the Advertising Creations from the Websites.
9. Within 14 days from the conclusion of the Agreement, the Partner may withdraw from it without giving any reasons by making an appropriate declaration in electronic form or in writing (to keep the deadline it is enough to send the letter before its expiry). The right to withdraw from the Agreement shall not be granted if the Partner has done any action within the Ceneo.pl Partner Program, especially when the Partner has published the Advertising Creations on the submitted Websites.

ARTICLE XI. – IMPORTANCE AND CHANGES THE TERMS AND CONDITIONS

1. The Partner hereby agrees to receive commercial information within the meaning of the Act of 18 July 2002 on electronic services (Journal of Laws No. 144, item. 1204) from Ceneo and other entities cooperating with Ceneo within the Ceneo.pl Partnership Program, to the e-mail address provided during the registration in the Ceneo.pl Partner Program.
2. Ceneo reserves the right to amend these Terms and Conditions at any time. Each Partner will be notified of the changes via e-mail within 14 days of the change. In case of refusal of acceptance of the new conditions by the Partner the Agreement between him and Ceneo expires, according to Art. X paragraph 1.
3. The Partner is obliged to follow the changes to the Terms and Conditions at <http://pp.ceneo.pl/regulamin/> and familiarize himself with them.

4. Ceneo reserves the right to close the Ceneo.pl Partner Program as a whole without giving any reason.
5. The Partner agrees to comply with the applicable law with all activities related to the Partner's participation in the Ceneo.pl Partner Program.