

Terms and Conditions of PERFORMERS SP. Z O.O. Affiliate Network

1. DEFINITIONS

1. Affiliate Platform - website available at: <https://www.performers.pl> connecting Advertisers with Publishers and enabling Publishers to participate in activities regarding individual Advertisers, together with a tool (software) necessary to settle the remuneration due to the Publisher.
2. Dedicated Affiliate Programme- activities related to individual Advertisers that may be undertaken by the Publisher. Publishers may report their willingness to participate in the Dedicated Affiliate Programme based on principles set out in the Terms and Conditions.
3. Organizer - PERFORMERS SP. Z O.O. with its registered office in Warsaw at Al. Jerozolimskie 134 (02-305 Warsaw), entered into the Register of Entrepreneurs of the National Court Register under KRS number: 0000605589, whose registration files are kept by the District Court for the Capital City of Warsaw in Warsaw, XIIth Commercial Division of the National Court Register, NIP: 5223057666, REGON: 363975068; Share capital: PLN 200,000.00
4. Publisher - a natural person, a legal person or an organizational unit without legal personality that is the owner of the Publisher's Website, who meets the conditions indicated in these Terms and Conditions necessary to obtain the status of a Publisher.
5. Advertiser - an entrepreneur conducting the sale/promotion of products or services by electronic means, who has concluded an agreement with the Organizer for the provision of services including the preparation, provision and launch of a Dedicated Affiliate Programme by the Organizer.
6. User - any person using the Internet who performs activities consisting in opening/clicking on an advertisement placed on the Publisher's Website redirecting to the Advertiser's website or performing other activities specified in the Dedicated affiliate programme.
7. Registration- completion by the potential Publisher of the electronic form at <https://www.performers.pl> by providing the data indicated in the form and sending them to the Organizer using the option available in the form.
8. Publisher's Account - a separate part of the Affiliate Platform containing a set of information about the Publisher, enabling the Publisher to use the Affiliate Platform.
9. Publisher's Website- a website or other place in the online infrastructure (in particular social media) that has been signed up by the Publisher to the Affiliate Programme.
10. Mailing database – a pool of e-mail addresses to which the Publisher, in the course of performance of a given Dedicated affiliate programme, sends e-mail correspondence (mailing).
11. Advertiser's Website - a website linked from the Publisher's Website that participates in a Dedicated affiliate programme.
12. Lead - connecting the User via the Publisher's Website to the Advertiser's Website and performing a specific activity on the Advertiser's Website, e.g. filling out a contact form, registration.
13. Sale - connecting the User via the Publisher's Website to the Advertiser's Website and the User's purchase of a product or service available on the Advertiser's Website.
14. Clicking - ticking and selecting a link or other reference by the User on the Publisher's Website, resulting in the forwarding of the User to the Advertiser's website.
15. Traffic - a collective expression including:
 - a) Clicks

- b) Leads
 - c) Sale
 - d) other event indicated by the Organiser before joining the Dedicated Affiliate Programme.
16. Artificial Traffic - a type of Traffic, not resulting from the actual operation of the User, the cause of which may be in particular:
- a) automatic loading of the page,
 - b) software that updates search engine indexes,
 - c) internet works,
 - d) sent via email or chatroom discussion services,
 - e) script generators,
 - f) posting links on websites other than the Publisher's Websites.
17. Agreement/Affiliate Programme- an agreement concluded electronically, between the Organiser and the Publisher, on the terms and in the manner specified in the Terms and Conditions.
18. General Terms and Conditions - this document.
19. Business Days - days from Monday to Friday, excluding public holidays.

2. GENERAL PROVISIONS

1. The subject of the Terms and Conditions of the Affiliate Programme is to define the rules of cooperation between the Organiser and the Publisher in order for the Publisher to promote the Advertisers' products and services, using its own resources and materials and tools made available by the Organiser through the Affiliate Platform.
2. The condition for participation in the Organiser's Affiliate Programme is performing Registration, accepting the provisions of these Terms and Conditions, and obtaining the Publisher's status.
3. Clicking the "Register" button within the registration form means submitting to the Organiser an offer to conclude an agreement under the conditions specified in the Terms and Conditions.
4. If a Publisher has with limited legal capacity, participation in the Affiliate Programme requires the submission of consent by legal guardians, expressed in writing under pain of nullity, and sending it to the Organiser's address: PERFORMERS SP. Z O. O., Al. Jerozolimskie 134, 02-305 Warsaw (template of consent can be downloaded from the Affiliate Platform).
5. The Publisher's status is granted by the Organiser within 5 Business Days from the Registration, sending the statements specified in point 3.4 subpoints b-d (in the case of Publishers who are natural persons not conducting business activity) and after prior verification by the Organiser of compliance by a potential Publisher with the requirements set out in the Terms and Conditions.
6. If the statements referred to in art. 3.4 b-d are sent to the Organiser in the form of a scan, the entity applying for the Publisher's status may obtain it conditionally. In such a situation, it is obliged to send the statements in the original together with the first bill. Failure to send the statements in the manner referred to in the previous sentence results in withholding payment (for reasons attributable to the Publisher) until the original statements are delivered.
7. The agreement is concluded on the day of obtaining the Publisher's status. The Organiser will inform the entity concerned about obtaining the Publisher's status via e-mail within the time limit referred to in art. 2.5.

Failure to send information about granting the Publisher's status /conditional Publisher's status by the Organiser is tantamount to refusal to grant this status.

8. The Publisher's participation in the Dedicated Affiliate Programme begins depending on the programme:
 - a) automatically as a result of the Publisher's application,
 - b) as a result of the Organiser's acceptance of the Publisher's request, which will take place within 3 Business days from the date of the request,
 - c) as a result of the Publisher's invitation by the Organiser and the Publisher's acceptance of this invitation (the invitation and acceptance are sent by e-mail).

3. PUBLISHER'S OBLIGATIONS

1. The Publisher is obliged to:
 - a) comply with the obligations contained in the Terms and Conditions,
 - b) provide true and complete data during the Registration,
 - c) immediately update the Publisher's data in the event of their change.
2. The Publisher may not deliver content of an unlawful nature.
3. The Publisher conducting business activity is obliged to provide an e-mail address, telephone number, name and surname, name (applies to: legal persons, partnerships, natural persons conducting business activity), registered office address and correspondence address (if different from the registered office address), NIP and REGON number and KRS number (if available).
4. The Publisher not conducting business activity is obliged to:
 - a) provide an e-mail address, telephone number, name and surname, address of residence during Registration;
 - b) send to the Organiser's address a statement containing in particular the following data: PESEL number, surname, first and second name, date of birth, surname at birth, citizenship, gender, permanent address, place of stay, address of residence, correspondence address (template of the statement may be downloaded on the Affiliation platform);
 - c) send to the Organiser's address a declaration stating that the Publisher is covered by social insurance for other reasons (template of the statement can be downloaded on the Affiliation Platform);
 - d) send to the Organiser's address a declaration stating that the Publisher is not a registered VAT taxpayer (template of the statement can be downloaded from the Affiliation Platform).
5. The Publisher undertakes not to generate or contribute to the generation of Artificial traffic in any way.
6. The Publisher's Website must be placed and maintained on a publicly available server and created in a technique that allows it to be operated using the http or https protocol.
7. The Publisher undertakes to immediately inform the Organiser of any changes to the Publisher's Website or irregularities in the use of materials received via the Affiliate Platform, including in particular links.
8. When implementing Mailing campaigns, the Publisher is obliged each time to send the content of the mailing for approval by the Organiser to testy@performers.pl. Acceptance will take place within 3 Business days of receipt of the mailing project by the Organiser. Failure of the Organiser to act within the time limit referred to in the previous sentence is tantamount to not accepting the mailing project.
9. The Publisher declares that it is entitled to use its personal databases and individual personal data and obtained them in compliance with applicable law, in particular in compliance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

4. ORGANIZOR'S RIGHTS AND OBLIGATIONS

1. The Organiser is obliged to constantly monitor the Traffic from the Publisher to the Advertiser, the results of which will constitute the basis for determining the amount of the Publisher's remuneration.
2. The Organiser reserves the right to carry out maintenance and updating works in the scope of the Service. The Organiser will make every effort to ensure that the indicated works are carried out in the shortest possible time.
3. The Organiser is entitled to control at any time the Publishers' websites or other advertising IT tools remaining at the Publisher's disposal, and made available by the Organiser in particular in terms of:
 - a) their compliance with the Terms and Conditions,
 - b) availability and technical efficiency,
 - c) aesthetics, the way content is presented,
 - d) validity and correctness of the Publisher's data.

5. REMUNERATION

1. The amount and date of payment of remuneration for a given Dedicated Affiliate Programme are available on the Affiliate Platform.
2. Participation in a given Dedicated Affiliate Programme constitutes acceptance of the terms and conditions of remuneration and payments provided for them.
3. Before joining a given Dedicated affiliate programme, the Publisher shall read the terms and conditions of remuneration referred to in art. 5.1 and available on the Affiliate Platform.
4. The amount of remuneration due to the Publisher will be shown in a report generating Traffic on the Publisher's website, available to the Publisher after logging in to <https://aff.performers.pl>.
5. The remuneration due to the Publisher for the sale of the Advertiser's goods or services made under a given Dedicated Affiliate Programme is a reward connected with a sales commission.
6. The remuneration is settled in two-month settlement periods in arrears (at the end of the second month). In the event that the total amount of remuneration calculated in a given settlement period does not reach the amount of PLN 100 gross, the settlement period is extended by another two months and so until the total amount of remuneration is at least PLN 100 gross. The settlement period extended in the above manner may be a maximum of 12 months.
7. The Publisher is obliged to issue bills/ invoices immediately after each completed settlement period in the event that the amount of his remuneration is at least PLN 100 gross or less – in the case of a 12-month settlement period.
8. The remuneration is paid only by bank transfer to the bank account indicated by the Publisher in the invoice/ bill, provided that the Organiser receives payment for the achieved Traffic from the Advertisers.
9. The payment term specified on the invoice/ bill may not be shorter than 30 days.

10. The remuneration due to Publishers who are VAT taxpayers is paid on the basis of VAT invoices issued by the Publishers.
11. The remuneration due to Publishers who are not VAT taxpayers is paid in accordance with the applicable law, including on the basis of bills issued by the Publishers according to the template received from the Organiser.
12. Delivery of the bill or invoice to the Organiser is a condition for the payment of remuneration.
13. The Organiser and the Publisher (being a VAT taxpayer) agree to the issuance and sending of invoices in electronic form by the issuer. Invoices will be sent from the e-mail address provided by the Publisher at the time of Registration to the e-mail address of the Organiser, i.e.: afiliacja@performers.pl.
14. The remuneration shall not be due to the Publisher, even if the Traffic has been subject to settlement by the Advertiser, if it is an Artificial traffic or if the Advertiser has withdrawn the settlement, in particular in a situation where the User has withdrawn from the purchase of goods or services made through the Advertiser's website or has incorrectly or falsely performed an action consisting in filling in a form, survey or other action available on the Advertiser's website. In this case, the Publisher is obliged to amend the issued documents (invoice/ bill). The amount of remuneration due is calculated on the basis of verification of compliance with the conditions for granting it, including the possibility of connecting the user of the Customer's website with the publisher, the passage of time necessary to verify the transaction, the absence of violations of the Terms and Conditions or the law in connection with the provision of an affiliate link.

6. COPYRIGHT

1. All materials placed, made available as part of the Affiliate Platform, as well as the manner of their presentation (layout) enjoy the protection provided for in the Act of 04 February 1994 on Copyright and Related Rights (i.e. Journal of Laws of 2006, No. 90, item 631) or in the Act of 30 June 2000 - Industrial Property Law (i.e. Journal of Laws of 2013, item 1410) and the Organiser is entitled to those rights, unless otherwise expressly stated in their content or resulting from the circumstances.
2. Under this Agreement, the Publisher does not acquire any rights or licenses except for the right to use links to Advertisers' websites in accordance with the terms of the Agreement.
3. The Publisher declares that it holds the rights to all works posted on the Publisher's Website and that they do not violate the rights of third parties, including intellectual property rights, and that the works and information on the Publisher's Website cannot be considered offensive or contrary to the principles of social coexistence.

7. LIABILITY

1. The Publisher is liable on general terms. In particular, the Publisher is solely responsible for the compliance of the Publisher's websites with generally applicable laws and good practices.
2. The Parties exclude the Organiser's contractual liability.

8. DURATION AND TERMINATION OF THE AGREEMENT

1. The Agreement is concluded when a given entity obtains the Publisher's status.
2. The Agreement is concluded for an indefinite period.
3. The Organiser reserves the right to immediately terminate the Agreement or terminate the Agreement in respect of a given Dedicated Affiliate Programme in the event of:
 - a) violation of these Terms and Conditions by the Publisher,

- b) participation in the Affiliate Programme or Dedicated Affiliate Programme in a manner inconsistent with applicable law or good manners/ principles of social coexistence,
 - c) reasonable doubts as to the veracity of the data provided by the Publisher during the Registration,
 - d) when the Publisher's Website is used to spread spamming, viruses and other harmful elements online, in other cases indicated in the Terms and Conditions.
- 4. In the event of termination of a given Dedicated affiliate programme, the Agreement expires in this respect.
- 5. Either party may terminate the Agreement or terminate the Dedicated Affiliate Programme Agreement with immediate effect.
- 6. The Publisher is informed about the termination of the Agreement or the termination of the Agreement in respect of a given Dedicated Affiliate Programme immediately after their completion, by a message sent to the e-mail address provided by the Publisher.
- 7. The Publisher may terminate by:
 - a) electronic mail,
 - b) functionality available on the Affiliate Platform,
 - c) in writing.
- 8. The Publisher is obliged to remove from the Publisher's Website all elements related to the Affiliate Programme or the Dedicated Affiliate Programme (depending on the scope of termination) immediately after the termination/ expiry of the Agreement.

9. AMENDMENT TO THE TERMS AND CONDITIONS

- 1. The Organiser reserves the right to make amendments to the Affiliate Programme or Dedicated affiliate programme, which do not constitute modifications to the significant provisions of the Terms and Conditions, including:
 - a) resulting from the issued administrative decision or judgment,
 - b) resulting from the amendment of generally applicable provisions of law,
 - c) changes in graphic design and functionality.
- 2. The Publisher will be informed about the changes referred to in art. 9.1 on the Affiliate Platform. The amendments shall enter into force at the time they are adopted.
- 3. The Organiser reserves the right to make changes in respect of Affiliate Programme or Dedicated Affiliate Programme other than those indicated in art. 9.1, on the terms set out in art. 9.4.
- 4. The Organiser shall inform the Contractor by e-mail to the e-mail address indicated by the Publisher and on the Publisher's Account, at least 14 days before their entry into force. Using the Affiliate Programme, participation in a given Dedicated Affiliate Programme after the date of entry into force of the amendments to the Terms and Conditions is tantamount to their acceptance and does not require the Publisher to submit any additional declaration.

10. PERSONAL DATA

- 1. PERFORMERS SP. Z O.O. with its registered office in Warsaw at Al. Al. Jana Pawła II 12 (02-124 Warsaw), entered into the Register of Entrepreneurs kept by the District Court for the Capital City Warsaw, XIIth Commercial Department, under KRS number 0000605589, NIP: 5223057666, REGON: 363975086, informs that it is the Controller of Data provided in connection with and performance of the Agreement.

2. For the purpose of proper protection of personal data, the Data Controller has appointed a Data Protection Officer, who can be contacted at the following e-mail address: iod@groupone.com.pl.
3. The Data Controller processes the Publishers' data in order to perform the Agreement. The legal basis for personal data processing is a concluded agreement.
4. Providing data is voluntary, but necessary to conclude the Agreement.
5. Personal data will be processed for the duration of the Agreement, and after its termination for the time resulting from applicable law or until the limitation of claims.
6. The recipients of personal data will be: external entities providing and supporting the Administrator's ICT systems (both the general ICT infrastructure and IT systems used by the Administrator to circulate documents related to employment), providing services related to the Administrator's day-to-day activities – under relevant agreements entrusting the processing of personal data and ensuring that the above-mentioned entities apply adequate technical and organisational measures ensuring data protection.
7. Every person whose data is processed to the extent required by law, is entitled to access their data, and also to correct, delete and restrict the processing, as well as to object the processing of their data.
8. In case of doubts related to the processing of personal data, any person may request information from the Data Controller. Notwithstanding the above, everyone has the right to lodge a complaint with the supervisory authority – the President of the Office for Personal Data Protection.

11. TECHNICAL SPECIFICATIONS

1. In order to properly use the Affiliate Platform, the following is required:
 - a) a computer – with access to the Internet, equipped with a current web browser or
 - b) a mobile device (a smartphone/tablet or other) – with access to the Internet, equipped with an up-to-date web browser.

12. COMPLAINTS

1. The Publisher has the right to file a complaint at any time regarding the use of the Affiliate Platform/ Participation in the Affiliate Programme/ Dedicated Affiliate Programme.
2. Complaints should be sent by electronic mail to: wydawcy@performers.tech.
3. The complaint should include: Publisher's name, the e-mail address to which the response is to be sent and a description of the subject of the complaint (allowing for its consideration).
4. The Organiser shall consider complaints within 10 business days, unless the Publisher:
 - a) did not describe the subject of the complaint in a way that allows it to be considered,
 - b) did not provide data enabling the identification of the Contractor.
5. In the case referred to in art. 12.4 a-b, the deadline for considering the complaint runs from the date on which the Publisher provided the Organiser with the missing information.
6. The Organiser shall send a response to the complaint to the e-mail address indicated by the Publisher.

13. FINAL PROVISIONS

1. The Parties declare that upon the conclusion of this Agreement, all oral provisions or provisions contained in other agreements contrary to this Agreement shall cease to be valid. The Parties declare that they have read the text of the Terms and Conditions of the Affiliate Programme and conclude this Agreement with the will to reliably fulfil all its provisions.
2. In any case other than the written consent of the Organiser, the Publisher may not transfer its rights or obligations under the Agreement in whole or in part to a third party. The Publisher agrees that the Organiser may transfer its rights and obligations under this Agreement and disclose and transfer information regarding the website, the Publisher's email address, etc. to any third parties. The Publisher agrees to the publication on the Organiser's website of their data: name and surname and website address.
3. All information regarding the Agreement obtained by the Publisher constitutes a trade secret of the Organiser within the meaning of the Act of 16 April 1993 on combating unfair competition (i.e. Journal of Laws of 2003, No. 153, item 1503).
4. All information and statements of the Organiser shall be deemed delivered by sending them to the Publisher's e-mail address indicated on the Publisher's Account.
5. In matters not covered by this agreement, the provisions of the Civil Code shall be applicable.
6. All disputes that may arise under or in connection with this Agreement the Parties undertake to settle amicably.
7. In the event that it is not possible to settle the conflict amicably, the conflict shall be examined by the court competent for the Organiser's registered office.