

## ANTI-SPAM POLICY

### 1) General Provisions

1.1 This document represents part of the Terms of Use of the Clever AIM service ("**Service**"); the document aims to define, for the Client, binding rules for the purpose of preventing the misuse of the Service in the form of sending unsolicited commercial communication (for the purpose of this document: "**Terms**").

1.2 The Client agrees to ensure that the content of the messages sent via the Service to the message recipients ("**Message**", message recipient: "**Customer**") is neither contrary to the applicable legal regulations (particularly with the advertising regulations and regulations on consumer protection, protection of personal data and protection of the right to privacy) of (i) the state of the registered office of the Provider, (ii) the state whose national the Client is or in which the Client is physically present, and/or (iii) the state whose national the Customer is or in which the Customer is physically present, nor it is contrary to the good morals in the aforementioned states.

1.3 If the Client, in the Message, uses pictures, a text or other elements encumbered with third parties' rights, especially copyright, industrial rights and personal rights, the Client is obliged, where imposed by the applicable legal regulations of (i) the state of the registered office of the Provider, (ii) the state whose national the Client is or in which the Client is physically present, and/or (iii) the state whose national the Customer is or in which the Customer is physically present, to obtain, by the date on which the Client commences to send Messages to Customers, at its own expense and in accordance with the conditions laid down by the law, the consent of the authorized parties (e.g. authors, trade mark holders, publishing houses and other authorized parties). Upon the Provider's request, the Client is obliged to prove such consent to the Provider.

1.4 The Client agrees to ensure that the Messages serving for direct or indirect promotion of the goods, services or an enterprise of an individual or a legal entity ("**Commercial Communications**") sent to the Client's Customers do not take the form of spam ("**Spam**").

1.5 For the purpose of these Terms, Spam means

(a) any unsolicited Commercial Communication sent to the recipient without their prior opt-in consent; however, a Commercial Communication is not considered Spam if it is addressed to a Customer with whom the Client is in prior business relation provided that the Client has obtained the Customer's e-mail address in connection with the sale of a product or service and the Customer did not initially reject the use of the address for receiving Commercial Communications in spite of having been offered such rejection by the Client;

(b) any Message that does not contain the obligatory Message content requisites listed below in art. 2), "Obligatory Message Content Requisites";

(c) a Commercial Communication sent to a Customer where the Customer rejected the use of its data for the purpose of receiving Commercial Communications or after the Customer rejected to agree with the use of its electronic contact information for the distribution of Commercial Communications or after the Customer notified the Client that it no longer wishes to receive Commercial Communications from the Client;

(d) Commercial Communications sent to a Customer if the Communications concern products or services not provided by the Client or not similar to the products or services in connection with whose sale the Client has obtained the Customer's e-mail address or phone number, unless the Customer has expressed its prior consent with that;

(e) a Message sent to the Customer contrary to the applicable legal regulations on sending unsolicited Commercial Communications or on the protection of personal data, or whose content is contrary to the applicable legal regulations or good morals according to par. 2 of this article.

1.6 The Client is not entitled to send e-mail Messages to e-mail addresses obtained from the Internet or from lists received for consideration as well as gratuitously, or to randomly generated addresses. The Client is not entitled to obscure the origin, the subject, the source e-mail address or the content of the Messages.

## **2) Obligatory Message Content Requisites**

2.1 The Client agrees to ensure that all Messages sent via the Service to its Customers contain the following requisites:

(a) designation of the Client who has ordered the sending of the Messages and of the Customer to whom the Message is sent, including their business names, Company IDs, Tax Reg. Nos. (if assigned);

(b) indication of the fact that the Message in question is a Commercial Communication; where the Messages are not Commercial Communications, this piece of information does not have to be included;

(c) a functional e-mail address from which the e-mail has been sent;

(d) the Client's valid contact information which the Customer can use to send the Client a direct and efficient message expressing its request to stop receiving the Client's Commercial Communications, and to contact the Client (e-mail address), instructions for use of the contact information and, as the case may be, a link to the Client's website containing the contact information; the Client is not entitled to change the contact information, remove it or make it invisible in any manner and the Customer must not be required to exert any activity to find the contact information; where the Messages are not Commercial Communications, this piece of information does not have to be included;

(e) a visibly placed unsubscribe link for the Customer's automated unsubscription, which the Customer may use to revoke its consent with the use of its electronic contact information for the distribution of Commercial Communications; where the Messages are not Commercial Communications, this link does not have to be included;

(f) where the Message contains information on the prices of goods or services: clear definition of whether the listed prices include the value added tax and other fees or not, and the amount of such taxes and fees;

(g) all other requisites as required by the applicable legal regulations for particular cases.

The aforementioned information must be clear and legible for the Client and the Client must not be required to exert any activity to read the information.

2.2 If the Customer informs the Provider, on the basis of the Messages received from the Client, that it no longer wishes to receive the Messages or if the Customer does not agree with the use of its electronic contact information for the distribution of Commercial Communications, the Provider is obliged, even without the Client's prior consent, to remove such a Customer from the list of Message recipients. The Provider may also proceed identically where the Customer informs the Provider that the Messages it has received do not contain the requisites defined by these Terms or where the Messages are deemed by the Customer to be Spam.

## **3) Concluding Provisions**

3.1 If the Provider finds the Messages or their content to be contrary to these Terms, it is entitled, even without the Client's prior consent, (i) to remove such Messages, (ii) to remove such content from the Message, or (iii) to discontinue the provision of the Service to the Client completely.

3.2 Should the Client breach its obligation or rules according to these Terms, it bears all legal consequences incurred as a result of its breach of the obligation. In that instance, the Client is also obliged to compensate the Provider for all costs and expenses incurred as a result of third parties' claims against the Provider resulting from the Client's breach of the aforementioned obligation. This does not affect the Provider's and the third parties' entitlement to be compensated for the damage (loss as well as non-property damage) which is incurred as a result of the breach of the aforementioned obligation and which the Client agrees to compensate to the Provider and/or the third parties.