

The Rules of Using the One-Off Mailing Service **EasyContact**

I. General provisions

1. On the basis of the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws No 144, Item 1204), Institute of Media Monitoring (hereinafter called „IMM”) hereby establishes the rules of providing the One-Off Mailing Service **EasyContact** electronically ("The Rules ").
2. **The Rules** determine the principles and technical conditions of the provision of services by **IMM** electronically, particularly via the website available on the Internet at the address: http://www.IMM.com.pl/MediaContact_baza_dziennikarzy.
3. Every User of the One-Off Mailing Service **EasyContact** approves the terms of **The Rules**, and is obliged to comply with the provisions of **The Rules** from the moment of taking the actions intended to use the service.
4. The consent to comply with **The Rules** while launching the service using the website, or submitting an order by email is tantamount with the full acceptance of the terms of **The Rules** without the necessity of preparing a separate agreement.

II. The type and scope of offered services covered by the Rules

1. IMM provides services of the One-Off Mailing **EasyContact**, which allows to deliver by **IMM** press releases on the User's activity, or invitations for press conferences organised by the User, to journalists selected by the User („the Service”).
2. The MediaContact database is a collection of data created by **IMM**, covering the first names and surnames of journalists, their contact data, and information on the subject areas tackled by the journalists.
3. The questionnaire for ordering the One-Off Mailing **EasyContact** is available online at the address: <http://www.IMM.com.pl/EasyContact>.

III. Conditions for the provision of services

1. The User that wants to use the One-Off Mailing **EasyContact** sends a respective email message to IMM, or fills in the questionnaire at <http://www.IMM.com.pl/EasyContact>.
2. On approving the form and content of the press release by **IMM**, and after the confirmation of costs and payment of the one-off remuneration sum, the press release will be sent to journalists in accordance with the criteria selected by the User: type of medium, topics, provinces, and frequency. The Price List of the One-Off Mailing **EasyContact** services is presented at <http://www.IMM.com.pl/EasyContact>.
3. The lead of the press release may contain no more than 700 characters.
4. The User is obliged to respect the ban on overusing electronic means of communication, and on delivering the following contents to the ICT systems of **IMM**:
 - any contents causing an operation distortion or overload of the ICT systems of **IMM**,
 - any contents violating interests of third parties, commonly accepted social norms, or breaching the binding law provisions.
5. The user determines the type of medium, its range, and subject areas of his interest tackled by journalists, to whom the press release should be sent.
6. The release may contain a reference to the User's own website, or an administrator's website within the emailed message.
7. The press release shall be sent on the date determined by the Client, as long as it refers to working days, after meeting the criteria indicated in the section 2 above.
8. The delivery of the press release may be made on the next working day.
9. After the completion of the mailing of the press release to journalists, the User receives an email report on the delivery.

IV. The mode of the complaint procedure

1. The User has the right to make complaints matters relating to **the Service**.
2. Complaints should be submitted to the email address of **IMM**: IMM@IMM.com.pl.
3. A properly filed complaint should contain at least the following data:
 - designation of the User (including the first name, surname, address of residence, email address; and in the case of a body corporate - the name, address of residence, and data of a person authorised to deal with matters related to the submitted complaint);
 - description of the problem being the reason for submitting the complaint.
4. **IMM** shall make every effort to consider complaints within 14 days from their receiving. **IMM** shall notify promptly the complaining party about the procedure's result via electronic mail sent to the email address presented in the complaint file.
5. Complaints without the data mentioned in the section 3 above will not be considered; the rule will also be applied in the case of an infringement of the terms of the complaint procedure.

V. The processing and protection of personal data

1. **IMM** can process, without the consent of the User being a natural person, his personal details that are necessary for establishing and shaping the content, as well as for changing or terminating the agreement. It particularly refers to:
 - surname and name of the User;
 - PESEL;
 - address of permanent residence;
 - correspondence address;
 - User's electronic signature validation data;
 - User's electronic addresses.
2. **IMM** can process, without the consent of the User, other details than the above listed ones if they are indispensable with regard to a property of the Service, or the way of its billing.
3. **IMM** can process the User's operating data, meaning the data characterising the way of using the Service by the User, such as:
 - marks identifying the User, assigned on the basis of the above mentioned data;
 - symbols that identify the end of telecom network or ICT system used by the User;
 - information about the start, end, and scope of every time use of the Service;
 - information about the Service's using by the User.
4. After the end of using the Service by the User, **IMM** shall not process the personal data mentioned in the section 1 above, except for the details that are:
 - indispensable for billing the Service, and claiming due payments for using the Service;
 - necessary for explaining the circumstances of an unauthorized use of the Service;
 - niezbędne do wyjaśnienia okoliczności niedozwolonego korzystania z Usługi;
 - accepted for processing on the basis of separate acts or agreements.

VI. Final provisions

1. **IMM** reserves the right to refuse to send a press release with any contents breaching the binding law provisions, third parties' rights, violating good morals, or directly infringing good name of the administrator, or informing about an activity competitive to the operation run by the administrator.
2. **IMM** shall not be liable for any interruptions in the provision of services resulting from malfunctions or a defective operation of ICT systems staying beyond the influence of **IMM**.
3. In particular cases, influencing the security or stability of the ICT system, **IMM** has the right to stop or limit the provision of the services without a prior notification, in order to do maintenance work.
4. **IMM** does not guarantee that the data employed by the User at ordering the mailing will prove useful to him.
5. The User uses the service One-Off Mailing **EasyContact** solely at his own risk and may not lodge any respective claims against **IMM**, including any claims of losing profits, or other incidental, derivative, or consequential damages resulting from the use of the One-Off Mailing **EasyContact** service.



6. **IMM** shall notify the User in writing about any changes in **The Rules**, during the 7 days preceding the day of the change's putting into force.
7. In case of any divergences between **The Rules** and the clauses of individual agreements signed by **IMM**, referring to Services' providing, the agreements' provisions shall take precedence.
8. Any hypothetical disputes related to the interpretation and implementation of **The Rules**, as well as with the effects of failing to obey them, shall be subject to the exclusive jurisdiction of the common court of territorial competence over the seat of **IMM**.