



TERMS AND CONDITIONS OF PLACEMENT MONETIZATION

I. GENERAL PROVISIONS

1. The Agreement between Yieldbird and Publisher setting forth the Placement monetization cooperation may be concluded through any available channel offered by Yieldbird, including but not limited to the registration process on the Yieldbird website (the “**Registration Process**”) and/or the specific order form provided to the Publisher (the “**Order Form**”). Regardless of how the Agreement is concluded, these Terms and Conditions will apply to the Agreement. The Agreement comes into force and is binding the Parties from the date of acceptance by Yieldbird (the “**Effective Date**”).
2. These Terms and Conditions shall apply to any Publisher who is in cooperation with Yieldbird within the scope of Placement monetization, unless Parties agreed otherwise by separate agreement. Any other terms and conditions or other regulations or price sheets used by the Publisher or any third parties shall not be applicable. These Terms and Conditions shall apply to the various Solutions provided by Yieldbird to the Publisher in connection with Placement monetization.
3. Yieldbird will perform the Placement monetization exclusively for the benefit of entrepreneurs. In a situation when a consumer wishes to act as the Publisher, he or she shall inform Yieldbird via e-mail in order to conclude an individual agreement on separate conditions.
4. The Publisher acknowledges and agrees that:
 - a) Yieldbird may unilaterally amend these Terms and Conditions. Any amendments shall be published at the website: yieldbird.com and thereby binding the Publisher;
 - b) services or products from third party suppliers may be provided at any time as part of the provision of the Solutions at own discretion of Yieldbird. In the event that Yieldbird implements third party suppliers’ services or products into the Solutions, Yieldbird may unilaterally amend these Terms and Conditions and/or Solution List by adding references to the content of the third party supplier’s terms and conditions and other provision expressly provided, thereby binding the Publisher.
5. The Publisher who does not agree to be bound by the amended Terms and Conditions or terms and conditions of third party supplier’s service and product has the right to terminate this Agreement within 14 days of being informed that new amendment hereto or terms and conditions of the third party suppliers are in force. The Publisher will be bound by the content of the terms and conditions of third party’s services and products amended from time to time referred to in Solution List. Due to the possibility of Publishers using different Solutions, Yieldbird is required to notify only those Publishers

affected by the amendment in the Terms and Conditions or terms and conditions of the third party suppliers. Amendment resulting from the introduction of universally binding legal regulations or SSPs policies do not require notification.

6. Provisions expressly stated during the Registration Process or in the Order Form shall prevail these Terms and Conditions.

II. DEFINITIONS

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1. Unless otherwise explicitly stated, the terms hereinafter have the meaning, as follows:

a) Advertisement: Any graphic, text, or multimedia units of advertising or promotional nature intended for display on the Website in any format adjusted to technological requirements of Placements.

b) Agreement: these Terms and Conditions and any Order Form or any form of the manifestation defining the rights and obligations of the Parties.

c) Ban: exclusion of the Website from the possibility of display Advertisement on the terms and conditions specified in the Agreement.

d) Content: an Internet and/or mobile website (websites) or mobile application of the Publisher, run at the URL address (or addresses) indicated by Publisher in the Order Form or through the Registration Process.

e) Incorrect Traffic: Each form of Internet traffic within the Website that is caused in an artificial manner, such as: (i) any technique, artificial increase in the Number of Advertisement Views in particular use of browsers with automatic respawn, automatic redirecting of users, use of blind text links, misleading links, forced clicks, placement of network tags (website designation in the Internet) on blank Internet pages; or (ii) actions of spam nature or contrary to the legal regulations or SSPs policies.

f) Number of Advertisement Views: The number of single broadcasts of the Advertisement within Placement(s) on the user's devices.

g) Order Form: the form setting out the Parties' arrangements for the monetization of Placements by Yieldbird.

h) Parties: The Publisher and Yieldbird.

i) Partners: Entities other than SSPs that commission Yieldbird to display Advertisements on the Website.

j) Placements: Advertising areas on the Website or on the mobile application, which are monetized by Yieldbird under the provisions of the Agreement.

k) Privacy Policy: A set of provisions defining the methods of collection, processing, and securing of data used by Yieldbird in connection with provisions under the Agreement.

l) Publisher: the Party to the Agreement who provides the Placement(s) for monetization.

m) Revenue: Net value of provisions due to the issue of Advertisements within Placements, achieved in the Settlement Period as a result of Yieldbird's management in relation to cooperation with SSPs or with Partners after deduction of Technological Costs.

n) SSPs: Technological platforms, managed by third parties (Google and others), intended for the optimization and automated sale as well as for display Advertisements.

o) Reporting Tool: a tool (application or dashboard) made available by Yieldbird to the Publisher, used for the settlement and invoicing of Placement monetization results determined by the Parties in the Working Mode.

p) Settlement Model: a model for the settlement of benefits from given Solution based on the 'Parties' share of the Uplift earned (Uplift Settlement Model), share of the Revenue earned (Revenue Settlement Model) or on a lump sum payment to Yieldbird (Lump Sum Model) respectively;

q) Settlement Period: A calendar month, unless otherwise agreed between Parties in the Order Form or through the Registration Process.

r) Solution: any solution offered by Yieldbird with regard to Placement monetization. Some of the Solutions will be able to be used in combination with other Solutions – this will be based on the features of the particular Solution.

s) Technological Costs: any costs, fees, commissions and other charges that reduce Revenues and/or Uplift resulting from Placement monetization efforts related to the use of programmatic technology, including that provided by third parties.

t) Terms and Conditions: content of these terms and conditions.

u) Uplift: an uplift of Revenue from Placement monetization provided by Yieldbird, measured in each Settlement Period from RPM difference and calculated in a manner set forth in given Solution provisions.

v) Yieldbird: "YIELDBIRD" spółka z ograniczoną odpowiedzialnością with its seat in Warsaw, at ul. Czerska 8/10, registered in the Register of Entrepreneurs maintained by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under the National Court Register No. 0000324436; share capital in the amount of PLN 48,350.00 (forty eight thousand three hundred fifty zloty); Tax ID No. [NIP]: 679 299 6939.

w) Working Mode: the means by which representatives or other delegated persons of the Parties communicate through the established manner of electronic communication. The Parties may

change the means of electronic communication during the course of the Agreement provided that (i) the manner and record of the communication is established; (ii) it is evident from the mode of communication that the Parties have accepted the mode of communication.

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2. Capitalized terms not defined in these Terms and Conditions will have the meanings given to them in Google policies and regulations. regarding advertising monetization.

III. SUBJECT OF THE AGREEMENT

1. On the terms and conditions set forth in the Agreement, the Publisher undertakes, in exchange for the payment of agreed remuneration, to make available the Placement(s) to Yieldbird exclusively within the programmatic advertising model in order to its/theirs monetization. If monetization proceeds on Yieldbird's own programmatic tools, Placement monetization is made on Placement lease basis.
2. These Terms and Conditions will apply to the various Solutions which are offered by Yieldbird with the distinctions expressly stated in these Terms and Conditions.
3. Solutions may be based on different settlement models ("**Settlement Model**"): (i) Revenue Sharing, (ii) Uplift Sharing or (iii) Lump Sum. Detailed description of a given Solution will include an explicit indication of the Settlement Model.

IV. MUTUAL COOPERATION

1. The number, type and localization of the Placements provided by the Publisher to Yieldbird will be determined by the Parties in the Working Mode.
2. In the event of the report of breach of applicable legal regulations referred to the Advertisement, Yieldbird shall be entitled to take immediate and reasonable measures, upon substantive analysis of the report, in order to block or change the Advertisement.
3. Yieldbird shall provide Publisher with proper access to the Reporting Tool dedicated to Solutions covered by cooperation between Parties.

V. PARTIES' OBLIGATIONS

1. Yieldbird shall:

- a) act in accordance with professional knowledge and to the extent of the competences held;
- b) prepare custom codes to be implemented on the Website together with necessary support for its proper implementation by Publisher;
- c) remove immediately technical errors attributable to Yieldbird resulting in improper contract performance;
- d) provide the Publisher with proper information regarding the Placements monetization according to a description of given Solution;

- e) settle in timely manner with the Publisher for monetized Placement(s);
- f) measure the Uplift by means applicable to a given Solution and make benchmark comparisons based on which Uplift is calculated (applicable to Uplift Sharing Solutions).

2. Publisher shall:

- a) select the Solution(s) during the Order Form submission or through the Registration Process
- b) implement on the Website all custom codes provided by Yieldbird according to instructions provided with support of its implementation maintain them unchanged for the duration of entire Parties' cooperation unless a change is requested by Yieldbird;
- c) inform Yieldbird of any change on the Website, which may impact the performance of the Parties' cooperation in particular regarding the Website layout or any technological changes thereon (i.e. ad unit structure);
- d) inform Yieldbird of any cooperation with other entities which may relate to advertising space on the Website regardless of the scope of cooperation;
- e) inform of any events that may change significantly Number of Advertisement Views (i.e. more than 30%);
- f) remove the custom codes provided by Yieldbird at the request of Yieldbird within three business days. The Publisher acknowledges that failure to remove the codes within the specified time limit may result in damage to Yieldbird;
- g) grant Yieldbird access to any tools necessary for proper operation of selected Solution on Publisher accounts (eg. Google Ad Manager) in a manner appropriate to a given Solution and Yieldbird's instructions.
- h) refrain from any changes to the configuration of settings dedicated to a given Solution that may affect the Placement monetization or the value of Revenue or Uplift;
- i) refrain from providing access to the configuration of settings dedicated to a given Solution to any other third party price management system providers, or companies that are direct Yieldbird competitors.

[Clauses (V)(2)(j) – (l) hereunder are applicable only to Yieldbird Demand Solution]

- j) refrain from and prevent any practices that may result in Incorrect Traffic or Ban regardless of source thereof;
- k) comply with the provisions set forth in regulations and principles of SSPs or Partners in functioning, in particular the principles of any and all Google regulations and policies;

l) refrain from use Yieldbird Demand Solution on Internet and/or mobile website (websites) or mobile application not expressly authorized by Yieldbird;

VI. SOLUTIONS

1. Yieldbird will monetize or utilize in order to monetize Placements with one or more Solutions selected by Publisher. The Parties acknowledge that certain Solutions may be based on the use of advertising demand made available by Yieldbird through Yieldbird's tools and/or accounts ("**Yieldbird Demand Solutions**"). Yieldbird Demand Solutions will be marked accordingly on the Solutions List and certain provisions of these Terms and Conditions may apply exclusively thereto.
2. The principles for commencement and termination of the Solution will be determined by the Order Form or through the Registration Process.
3. Publisher may add or cancel a given Solution at any time during the term of use the Agreement. The change may be submitted electronically to a contact address agreed by the Parties. Yieldbird will ensure proper identification of Advertisements that have been displayed as part of a given Solution. Revenue or Uplift generated by means of a given Solution will be settled separately according to the individual principles thereof and reported in a separate dashboard within the dedicated Reporting Tool. If the availability of a given Solution is dependent on the prior activation of another Solution – such a situation will be described in the description for that Solution in Solution List. Cancellation of the last available Solution shall constitute termination of this Agreement, which shall be as set forth in accordance with Clause (XI).

VII. REPORTING AND SETTLEMENTS

1. Publisher's share of benefits obtained from Placement monetization (depending on the Settlement Model) will be specified in the Order Form or through the Registration Process.
2. Revenue or Uplift shall be settled in accordance with the information related to each Settlement Period that is generated in Reporting Tool and further verified and authorized by Yieldbird. The information hereinabove will be presented to the Publisher by Yieldbird within five working days upon the completion of the Settlement Period. Yieldbird shall provide the Publisher with information *via* Reporting Tool and – upon the Publisher's request – serve the information upon the Publisher on the e-mail address referred to in the Order Form or through the Registration Process. The information hereinabove constitutes the grounds for the issue of the invoice for Yieldbird by the Publisher for the remuneration due for given Settlement Period.
3. Yieldbird declares that reported Revenue or Uplift shall be in compliance with the actual status presented in the information reported to Yieldbird by the SSPs and Partners.
4. Yieldbird shall be entitled to make the adjustment of the settlement of the Revenue or Uplift amount due for the Settlement Period and, as a consequence, the adjustment of the amount of remuneration due to the Publisher, in case of making a relevant adjustment of the settlements between the entity managing and SSP or Partner with Yieldbird for such a Settlement Period.

5. Yieldbird explicit consent for the issue and delivery of invoices via e-mail to the address referred to in the Order Form or through the Registration Process or in Reporting Tool.
6. The currency of monetary settlements and payment terms shall be defined through the Registration Process or in the Order Form.
7. The Publisher, who receives remuneration from Yieldbird and is not a Polish tax resident, is obligated to deliver to Yieldbird a valid Publisher's tax residence certificate together with first invoice issued by the Publisher at the latest. In case the tax residence certificate expires, the Publisher undertakes to deliver to Yieldbird another valid tax residence certificate together with the first invoice issued after the expiration of the previous tax residence certificate.
8. **[Applicable only to Yieldbird Demand Solution]** In case of the Publisher's breach of obligations set forth in Clause (V)(2)(j) –(l) of the Terms and Conditions, the Publisher shall not be entitled to any remuneration, in relation to the Advertisements under the breach hereinabove. In addition, in each case of such a breach, the Publisher will be required to pay Yieldbird a compensation in the amount of the entire benefits that Yieldbird would receive from Placement monetization, if the breach had not occurred.
9. **[Applicable only to Yieldbird Demand Solution]** In the event that Yieldbird, in accordance with the applicable principles of cooperation, does not receive from the entity managing the SSP or a Partner the Revenue within 60 days from the date when it becomes due;

a) Yieldbird may require the Publisher to return such part of the remuneration which the Publisher has obtained on the basis of the Revenue settlements and which Yieldbird did not receive, if the Publisher's remuneration has been paid by Yieldbird in advance;

b) Yieldbird may retain that part of the Publisher's remuneration, which should be paid to the Publisher in respect of the Revenue that Yieldbird has not received, if the Publisher's remuneration has not been paid by Yieldbird in advance;

c) Yieldbird may require the Publisher to pay the amount of remuneration Yieldbird should receive in relation to the Revenue that Yieldbird has not received;

d) Yieldbird is entitled to set off claims against the Publisher indicated in points a. – c. above with the Publisher's claims against Yieldbird regarding remuneration under this Agreement.

e) The Publisher shall be entitled, to the extent that Yieldbird exercised the rights indicated in points a. – d. above, to directly seek claims against a given managing entity of the SSP or a Partner in relation to the benefits not obtained by the Publisher in respect of the Revenue that has not been received by Yieldbird, and the Publisher's claims against Yieldbird in this regard expire.

10. **[Applicable only to Yieldbird Demand Solution]** In the event that Yieldbird's payment obligation to the Publisher in connection with the use of Yieldbird Demand Solution does not exceed 300USD (or the equivalent amount in the billing currency) in the relevant Settlement Period, Yieldbird shall be entitled to add an amount up to 19USD (or the equivalent amount in

the billing currency) as a cash transfer cost. The above does not apply to payments to Publisher from the EU, UK, Switzerland and Liechtenstein.

VIII. LIABILITY TERMS AND CONDITIONS

1. Yieldbird shall not be held liable for the breach of any third parties' rights and for the breach of applicable legal regulations in connection with the Publisher's activity – including in connection with the content of the Website. Yieldbird does not warrant that the fulfilment of Solutions are error free. The Solutions will be free from material defects in materials and in workmanship arising out of willful misconduct or gross negligence. Other defects will be rectified by Yieldbird for a fee as part of the normal provision of the Yieldbird's obligation. The foregoing limited warranties shall not apply to any part of the Yieldbird's obligations which has been: (a) repaired or altered by anyone other than Yieldbird, or (b) subject to improper use, storage or maintenance, negligence or accident. Publisher's exclusive remedies for breach of this limited warranty are limited to repair or replacement of any nonconforming components of the Software. **THE LIMITED WARRANTY OF YELDBIRD SET FORTH IN THIS CLAUSE (VIII)(1) IS MADE FOR THE BENEFIT OF PUBLISHER ONLY, AND SHALL NOT EXTEND TO ANY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, PUBLISHER RESELLERS AND THEIR END-USER CUSTOMERS. THE REMEDY DESCRIBED IN THIS CLAUSE (VIII)(1) IS THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS CLAUSE (VIII)(1). THERE ARE NO OTHER WARRANTIES, WHETHER WRITTEN, OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**
2. Yieldbird shall not be held liable for interruptions in display of Advertisements caused by reasons not attributable to Yieldbird, in particular such as: strikes, natural disasters, epidemics, telecommunications network failures, third parties' acts or omissions having impact on the performance of the Placement monetization.
3. Yieldbird shall be entitled to suspend temporarily the display of Advertisements for technical reasons. Yieldbird shall use reasonable endeavors to exercise such suspensions during the time of limited Internet traffic and for the shortest time possible. Suspensions due to technical reasons shall not impact the performance of Placement monetization by Yieldbird.
4. In case of questions, suggestions, and possible comments regarding the Placement monetization availability or quality, the Publisher may contact the Yieldbird representative via e-mail, sending a complaint to the following e-mail address: team@yieldbird.com.
5. The Parties' liability of statutory warranty and loss of profits shall be excluded. Yieldbird may only be held liable for actual damages, if any, and its total liability hereunder is limited to the amount of total compensation obtained by Yieldbird hereunder for three month before damages occurred.
6. In the event of the breach of applicable legal regulations or provisions of the Agreement by the Publisher, the Publisher undertakes and agrees to satisfy, at its own cost, any claims of third parties on account of the breach of such persons' rights as a result of the

breach of applicable legal regulations or the provisions of the Agreement, and if as a result of the foregoing, Yieldbird or a third party is obliged to pay a compensation or a financial penalty, under a legally binding judgement or decisions of a competent authority, in the event of satisfaction of such claims by Yieldbird or adjudicating from Yieldbird or imposing a financial penalty on Yieldbird – the Publisher undertakes and agrees to immediately reimburse, on recourse basis, upon the Yieldbird request, the amount of all the claims, penalties, or compensations covered, and any related expenses, including the costs of court, administration, arbitration, or reconciliation proceedings. The Publisher, moreover, undertakes and agrees to enter, at its own cost and at the request of Yieldbird or any competent authority, any court, administration, or out-of-court proceedings pending with the participation of Yieldbird and resulting from circumstances mentioned in the preceding sentence. Furthermore, the Publisher undertakes and agrees to provide Yieldbird with any necessary documents aimed at the defense of Yieldbird rights in negotiations or in court, administration, or out-of-court proceedings pending with the participation of Yieldbird.

7. The Publisher is obligated to pay Yieldbird a contractual penalty of 1% of remuneration due to the Publisher, determined for the Settlement Period preceding the submission of Yieldbird's request for the performance of the Publisher's obligation referred to in Clause (V)(2)(f), for each day of delay in its performance. Yieldbird is entitled to seek compensation from the Publisher in excess of the reserved contractual penalty. In order to satisfy any claim arising out of a breach of the obligation set forth in this Clause (VIII)(7) (including contractual penalties), Yieldbird shall be entitled to monetize the Placements based on the Publisher's unremoved codes and retain any benefits received therefrom, offsetting them against Yieldbird's claims. The monetization of Placements referred to in the preceding sentence does not constitute a business relationship between the Parties under this Agreement.

IX. EXCLUSIVITY

1. During the term of the Agreement, Yieldbird is entitled to manage exclusively the Placements in a manner determined by the Solution(s) provided to Publisher. Hence, the Publisher undertakes, during the term of the Agreement, withhold from granting access to the Website's advertising space to any third parties excluding Yieldbird in a manner as referred to in the previous sentence, unless the Parties agreed otherwise.
2. In the event of a breach by the Publisher of the obligations set out in Clause (IX)(1) above, the Publisher shall pay Yieldbird contractual penalty of the amount of the total monthly benefits payable to or obtained by Yieldbird resulting from cooperation with Publisher under the Agreement over the last three (3) Settlement Periods preceding the breach, however no less than two thousand and five hundred EURO (EUR 2,500). The payment of contractual penalty shall not exclude claim for damages exceeding thereof.

X. CONFIDENTIALITY

1. Each Party undertakes and agrees not to disclose any information rendered available, transferred or obtained otherwise, in connection with negotiations, execution, and implementation of the Agreement, in particular organizational and technological

information concerning the other Party as well as commercial conditions on which the Parties concluded the Agreement (“Confidential Information”). The confidentiality obligation remains for a period of 3 years from obtaining given Confidential Information, irrespective of dissolution (i.e. termination, expiration) of the Agreement.

2. Each Party undertakes and agrees that any Confidential Information transferred and disclosed by the other Party shall be used exclusively for purposes connected with the implementation of the Agreement and that it shall not be transferred or disclosed to any third party without explicit, prior consent of the other Party expressed in the written form.
3. The confidentiality obligation shall not comprise: (i) information which is commonly known; (ii) information which was known to the Party prior to the disclosure thereof by the other Party, whereas the fact of knowing it before disclosure should be demonstrated; or (iii) information obtained from authorized third parties without the confidentiality obligation. Each Party shall be exempt from the confidentiality obligation relating to Confidential Information in the event if the obligation to disclose thereof results from absolutely applicable legal regulations. In each case the disclosing Party shall be obliged to, if possible due to absolutely applicable legal regulations: (i) immediately inform the other Party about the obligation to disclose Confidential Information to persons with respect to whom the disclosure is to occur or occurred; (ii) disclose only such a part of Confidential Information which is required under the law; and (iii) take up any possible actions in order to ensure that the Confidential Information disclosed is treated in a confidential manner and used only for purposes substantiated with the objective of disclosure.

XI. TERM OF THE AGREEMENT

1. Unless otherwise agreed between Parties, Agreement is concluded for indefinite period. The notice period of termination is determined in the Order Form or through the Registration Process.
2. The Agreement is considered terminated if Publisher cancels the last Solution available to him, effective at the end of the provision of that Solution.
3. Yieldbird shall have the right to terminate the Agreement with immediate effect and without a separate notice in case of breach of the Agreement’s provisions by the Publisher, in particular in case of occurrence of Incorrect Traffic or a Ban at the Website or the failure to comply with the provisions referred to in Clause (XII) of the Terms and Conditions.
4. In the event of occurrence of Incorrect Traffic or a Ban, and the failure to comply with the provisions indicated in Clause (XII) of the Terms and Conditions, Yieldbird shall have the right to limit or block the broadcast of Advertisements on the Website and such action shall not constitute the grounds for raising any claims against Yieldbird by the Publisher.
5. The Agreement may be terminated by either Party with immediate effect in the case of a material or repeated breach of the Agreement, Regulation or other applicable law in the field of personal data protection by other Party, subject to prior notice of non-breaching Party for providing remedy for the breach by the breaching Party within additional period, not shorter than 7 days, and unsuccessful expiration of that period.

XII. PERSONAL DATA

1. Personal Data that relates to Publisher or his representatives or personnel that is made available to Yieldbird in connection with execution hereof, of which Yieldbird is the personal data controller, such Personal Data will be processed in accordance with the Transparency Policy available at the address referred to in Clause (XIV)(2)(b) below.
2. Publisher and Yieldbird are bound by the Data Protection Agreement available at the address referred to in Clause XIV(1)(c) below to the extent that it relates to Personal Data entrusted by Publisher for the purpose of performing Yieldbird's obligations under this Agreement.

XIII. RIGHT OF PUBLICITY

Publisher hereby grants to Yieldbird the express right to use Publisher's company name, logo and/or trademark as well as statistical information regarding cooperation such as number of Advertisement impressions, number of Advertisement Requests and Viewability in marketing, sales, and public relations materials solely to identify Publisher as a Yieldbird customer and to present Website as a case study of Placement monetization. Yieldbird hereby grants to Publisher the express right to use Yieldbird's company name, logo and/or trademark solely to identify Yieldbird as a performer of Placement monetization.

XIV. FINAL PROVISIONS

1. The following documents are an integral part of the Terms and Conditions:
 - a) Privacy Policy: <https://yieldbird.com/privacy-policy/>
 - b) Data Protection Agreement: <https://yieldbird.com/data-protection-agreement-eng/>
 - c) Solution List: <https://yieldbird.com/solution-list/>
2. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be on addresses provided in the Order Form or through the Registration process and shall be deemed given and effective on: (i) the day of delivery if delivered personally, by e-mail or other mean of electronic communication or (ii) five (5) days after mailing if sent by mail. Parties' addresses may be changed effectively upon prior notification in Working Mode.
3. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
4. Unless otherwise agreed in Order Form or through Registration Process any disputes which may arise in connection with the performance of the Agreement shall be settled by court in Warsaw, Poland. The Agreement shall be governed by the Polish law.