

**TERMS AND CONDITIONS OF SALE**  
**(henceforth referred to as the “Terms and Conditions”)**

**I. GENERAL PROVISIONS**

1st These Terms and Conditions define the principles of payment for DIMAQ examination. Details concerning the examination are available at <https://www.dimaq.pl/>.

2nd The service provider conducting the DIMAQ certification examination and awarding the DIMAQ certificate is Związek Pracodawców Branży Internetowej Interactive Advertising Bureau Poland seated in Warsaw at ul. Puławska 39 lok. 77, 02-508, entered into the register of associations, other social and professional organizations, foundations and public health care facilities and into the register of entrepreneurs kept by the District Court of the capital city of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register under the KRS (EN: NCR) number of 0000258896 and NIP (EN: Tax ID) number of 521-34-18-625 (henceforth referred to as “**IAB Poland**”).

3rd The entity responsible for financial settlements related to provision of service involving conducting DIMAQ examinations is Interactive Advertising Institute sp. z o.o. seated in Warsaw at ul. Puławska 39 lok. 77, 02-508, entered into register of entrepreneurs kept by the District Court of the capital city of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register under the KRS (EN: NCR) number of 0000528286 and NIP (EN: Tax ID) number of 701-04-41-063 (henceforth referred to as “**IAI sp. z o.o.**”), acting on behalf and for IAB Poland.

4th DIMAQ (Digital Marketing Qualification) is a professional industry-specific certificate awarded by IAB Poland.

5th DIMAQ is a trademark owned by IAB Poland.

6th An entity submitting an individual or a group registration form and paying the DIMAQ examination fee is the service ordering party (henceforth referred to as the “**Ordering Party**”).

7th The principles of taking a DIMAQ examination and the principles of conducting DIMAQ examination are defined in the rules available at <https://www.dimaq.pl/Regulamin>:

- a) Rules of Individual Registration for General-Level DIMAQ Professional Examination;
- b) Rules of Group Registration for General-Level DIMAQ Professional Examination;
- c) Rules of Conducting General-Level DIMAQ Professional Examinations.

8th Submitting an individual or a group registration form is tantamount to accepting these Terms and Conditions.

**II. ORDERS**

1st Registration for DIMAQ examination is made according to the provisions of the rules referred to in item I.7. letters a)-c) above, by means of registration forms available at <https://www.dimaq.pl/Regulamin>.

2nd Prices are given in appendixes no. 2 to the rules referred to in item I.7. letters a)-b) above.

3rd The prices are given nett of VAT.

4th All matters related to issuance of a VAT invoice for DIMAQ examination are defined by the rules referred to in item I. 7. letters a) - b) above.

5th An agreement between IAB Poland and the Ordering Party is concluded after an order is placed, on the day when the payment is credited to the bank account of IAI sp. z o.o.

### **III. PAYMENTS**

1st The Ordering Party shall pay the DIMAQ examination fee by an online money transfer via PayU payment system.

2nd The payment is managed by PayU S.A. seated in Poznań, 60-166 Poznań, at ul. Grunwaldzka 182, entered into the register of entrepreneurs kept by the District Court of Poznań - Nowe Miasto i Wilda in Poznań, 8<sup>th</sup> Commercial Division of the National Court Register under the KRS (EN: NCR) number of 0000274399, with a NIP (EN: Tax ID) number of 779-23-08-495, acting as a provider of payment services within the meaning of the act of 19 August 2011 on payment services (Journal of Laws of the Republic of Poland 2011.199.1175 as amended). Details of payments are defined in the terms and conditions of PayU system, which defines also matters related to making complaints about online payments; these terms and conditions are available at [https://static.payu.com/sites/terms/files/REGULAMIN\\_SWIADCZENIA\\_USLUGI\\_PAYU.pdf](https://static.payu.com/sites/terms/files/REGULAMIN_SWIADCZENIA_USLUGI_PAYU.pdf).

3rd Payments are made via the Ordering Party's account created at the stage of submission of the registration form at <https://www.dimaq.pl/rejestracja>.

4th In the case of group registrations, it is possible for IAB Poland and the Ordering Party to agree on other terms and conditions of payment, by way of a written memorandum of understanding. In such circumstances, provisions of such memorandum of understanding shall apply. These Terms and Conditions will apply when the Ordering Party and IAB Poland agree that the Ordering Party pays the fee for DIMAQ examination via [www.dimaq.pl](http://www.dimaq.pl) website - using PayU system of payment.

5th The payment term starts with the moment IAB sends the Ordering Party a confirmation of receipt of the latter's order via e-mail.

6th The Ordering Party will be receive a payment confirmation via a message sent to the indicated e-mail address.

7th If the Ordering Party does not make the payment according to item III.5. of these Terms and Conditions, the order will be cancelled.

### **IV. WITHDRAWAL**

1st The right to withdraw from an agreement concluded between IAB Poland and the Ordering Party is granted to the Ordering Party only when the Ordering Party is a consumer within the meaning of art. 22<sup>1</sup> of the Civil Code. In such circumstances, provisions of the act of 30 May

2014 on Consumer Rights (Journal of Laws of the Republic of Poland of 2014, item 827 as amended) shall apply to the agreement concluded between IAB Poland and the Ordering Party.

2nd The right to withdraw is not granted to an entity that is not a consumer within the meaning of art. 22<sup>1</sup> of the Civil Code.

3rd A consumer being the Ordering Party has the right to withdraw from an agreement concluded with IAB Poland within 14 days of the day referred to in item II.5 of these Terms and Conditions.

4th It is possible to withdraw from the agreement by submitting a notice of withdrawal via an e-mail message sent to [dimaq@iab.org.pl](mailto:dimaq@iab.org.pl). The notice of withdrawal should include the Ordering Party's details and the bank account number which the amount paid should be returned to.

5th If the Ordering Party withdraws from the agreement within the term defined in item IV.3. of these Terms and Conditions, the amount paid will be returned to the Ordering Party's bank account within 14 days of the date IAB Poland receives the notice of withdrawal. If the notice of withdrawal does not include the Ordering Party's bank account number, the amount paid will be returned to the Ordering Party with the use of the data provided by the Ordering Party when making the payment.

## **V. COMPLAINTS**

1st IAB Poland holds no liability for any consequences resulting from any instances of irregularities in the operation of PayU payment system.

2nd Complaints about the operation of PayU payment system shall be made according to item III.2. of these Terms and Conditions.

3rd Complaints about incorrect operation of the system of registration or other matters related to provision of services shall be sent to IAI via e-mail to \_\_\_\_\_ within 7 days of the date of conclusion of agreement.

4th A complaint shall include the Ordering Party's details provided at the stage of making the registration, the date of registration, and a content (description/justification) of the complaint.

5th The response to the Ordering Party's complaint will be sent to the e-mail address the complaint has been sent from, within 7 days of the day IAB Poland receives the complaint.

## **VI. FINAL PROVISIONS**

1st The service provided to the Ordering Party being a consumer within the meaning of art. 22<sup>1</sup> of the Civil Code is rendered according to applicable laws, including the act of 30 May 2014 on Consumer Rights.

2nd All essential information related to concluding remote agreements is provided to consumers by e-mail at the stage of registration. The Ordering Party making a registration is to indicate if they access the agreement as a consumer.

3rd IAB Poland holds no liability for any effects of the Ordering Party's provision of incorrect or false information in the registration form.

4th These Terms and Conditions are available at <https://www.dimaq.pl/>.

5th IAB Poland is entitled to modify the content of these Terms and Conditions anytime provided that it does not work to the disadvantage of Ordering Parties being consumers.

6th IAB Poland and IAI sp. z o.o. are the administrators of personal data of the Ordering Party or of entities registered by the Ordering Party. Personal data is stored and processed according to the act of 29 August 1997 on the Protection of Personal Data and the act of 18 July 2002 on Providing Services by Electronic Means. Personal data will be processed for purposes related to conducting certification examinations, awarding certificates, and settling payments. Every person providing their personal data has the right to access and modify this data.

7th Personal data of the Ordering Party or entities registered by the Ordering Party is made available to PayU S.A. in order to offer the Ordering Party the option to take advantage of PayU payment services, as well as to make it possible for PayU S.A. to fulfil its duties provided for under applicable laws. Provision of personal data concerns data required to render PayU services and to fulfil duties related to the rendering of PayU services. In the case of personal data provided by IAB Poland to PayU S.A., the administrator of such data within the meaning of the act of 29 August 1997 on the Protection of Personal Data is also PayU S.A.

8th The Privacy Policy related to conducting certification examinations and to the functioning of <https://www.dimaq.pl/> website is defined in dimaq.pl Website Privacy Policy.