

Campaign Manager Terms and Conditions

Last updated: 1 July 2025

1. GENERAL PROVISIONS

- 1.1. These Terms and Conditions (hereinafter: the "Terms") are issued pursuant to Article 8(1)(1) of the Polish Act of 18 July 2002 on the Provision of Electronic Services and define the terms and conditions for the provision of the Campaign Manager Service, which is an electronic service.
- 1.2. The Terms are made available free of charge on the website www.crave-digital.eu in a format that allows them to be read, saved, and printed for personal reference. Every User using the Campaign Manager Service is required to read and accept the Terms before using the Service.
- 1.3. These Terms set out the rights and obligations of the Service Provider and the User.
- 1.4. These Terms are governed by Polish law.
- 1.5. The Service Provider provides the Campaign Manager Service to the User via the Portal at www.crave-digital.eu, using Advertising Systems of third-party Providers, including Google Ads, Meta Ads, and TikTok Ads, under the terms specified herein.
- 1.6. The Service is intended for registered Users of the www.crave-digital.eu Portal who wish to promote their Materials through advertising campaigns. The User must accept these Terms and agree to comply with the rules set out herein. The commencement of use of the Services shall be deemed full awareness and acceptance of these Terms.
- 1.7. The provision of the Campaign Manager Service is also governed by the General Terms and Conditions for the Provision of Electronic Services, available on the Service Provider's website at: <https://www.crave-digital.eu/pl/regulamin-serwisu> (hereinafter: the "General Terms").
- 1.8. In matters not regulated by these Terms, the provisions of the Polish Civil Code, the Act of 18 July 2002 on the Provision of Electronic Services, the Act of 10 May 2018 on the Protection of Personal Data, the Act of 30 May 2014 on Consumer Rights, and other applicable legal acts shall apply, in particular with regard to the submission of declarations of intent in electronic form.

2. DEFINITIONS

Whenever the following capitalized terms are used in these Terms, they shall have the meanings assigned below, unless the context clearly indicates otherwise:

- 2.1. **"Campaign Budget"** – the amount selected by the User in the Order Form, constituting the price of the Service. It covers the financing of the Advertising Campaign in the selected Advertising System and the Service Provider's remuneration for providing the Service.

- 2.2. **"Provider"** – a third party engaged in the business of planning, creating, and publishing digital advertisements, which provides Advertising Systems used by the Company to deliver the Service.
- 2.3. **"Order Form"** – an electronic form available in the User's Account under the "Campaign Manager" tab, in which the User provides the data required to carry out the Advertising Campaign.
- 2.4. **"Advertising Campaign"** – the set of activities specified in the Order Form and agreed between the Service Provider and the User, aimed at distributing advertising Materials in selected Advertising Systems, under the terms of these Terms.
- 2.5. **"Account"** – the User's individual online account created on the Portal, under which the data of the registered and logged-in User are stored for the purpose of using the Service.
- 2.6. **"Consumer"** – an individual acting as a consumer within the meaning of Article 22¹ of the Polish Civil Code, i.e. a natural person entering into a legal transaction with the Service Provider (including the conclusion of a service agreement covered by these Terms) not directly related to their business or professional activity.
- 2.7. **"Materials"** – any videos, animations, audio productions, graphic designs, links to social media, advertising texts, data, marketing content, and other creative materials provided by the User to the Service Provider for the purpose of conducting the Advertising Campaign.
- 2.8. **"Campaign Manager"** – a feature available on the Portal through which the User may order the Service for conducting an advertising campaign.
- 2.9. **"Service Model"** – paid or free-of-charge packages of services offered by the Company, allowing the User to access specific functionalities of the Portal. Descriptions of individual Service Models (plans) are available at: <https://www.crave-digital.eu/pl/cennik>
- 2.10. **"Privacy Policy"** – the principles governing the collection and processing of Users' personal data, as well as the storage and protection of information.
- 2.11. **"Technical Downtime"** – a temporary unavailability of the Portal's functionalities, in whole or in part, due to system failure (including server failure), maintenance, modernization, or development of the Portal, during which it may not be possible to use some or all of the Services.
- 2.12. **"Portal"** – the website available at www.crave-digital.eu, where the digital platform operated by the Service Provider is hosted, including other websites and applications owned or managed by the Company or on its behalf.
- 2.13. **"Terms"** – these Campaign Manager Terms and Conditions that govern the provision and use of the Service via the Portal by the Company.
- 2.14. **"Registration"** – the completion and submission of the registration form by the User to the Company, resulting in the creation of an Account and the ability to use the Service.
- 2.15. **"Advertising System"** – IT tools made available by Providers that enable the execution of marketing campaigns via their online platforms, particularly on social media services.

- 2.16. **"Agreement"** – the agreement for the provision of electronic advertising services within the Campaign Manager, concluded between the User and the Service Provider via the Portal based on the Order Form, of which these Terms form an integral part.
- 2.17. **"Service"** – the Campaign Manager Service provided electronically by the Company via the Portal to the User, based on these Terms and the data provided by the User in the Order Form.
- 2.18. **"Service Provider" or "Company"** – Crave Spółka z ograniczoną odpowiedzialnością, with its registered office at ul. Zgoda 6, 00-018 Warsaw, Poland, entered into the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS number: 0001149866, with share capital of PLN 5,000.00, NIP: 5253031306, REGON: 540674588.
- 2.19. **"User"** – a natural person with full legal capacity, a legal person, or an organizational unit without legal personality, which is granted legal capacity by law, entering into an Agreement with the Service Provider under the conditions set out in these Terms. Legal persons and unincorporated entities act through duly authorized representatives or other authorized individuals.
- 2.20. **"Provider Terms"** – the terms and conditions of individual Advertising Systems under which the Service Provider plans, creates, and publishes Advertising Campaigns as part of the Service.

3. TERMS OF SERVICE PROVISION

- 3.1. The right to enter into an Agreement for the provision of the Campaign Manager Service is granted to registered Users of the Portal who have an Account and are using a selected Service Model.
- 3.2. The Service is carried out independently by the Company using at least one Advertising System selected by the User. An overview of currently available Advertising Systems used by the Company to provide the Service is available on the website <https://www.crave-digital.eu/en/campaign-manager-terms-and-conditions> and in the User's Account.
- 3.3. When entering into the Agreement, the User independently selects the Advertising System through which the Service will be provided, and then specifies the Campaign guidelines in the Order Form.
- 3.4. The Service Provider undertakes to provide the Service with due diligence, in accordance with the guidelines specified in the Order Form and under the terms of these Terms. The Service Provider emphasizes that this Agreement is an agreement of due diligence, pursuant to Article 734 §1 of the Polish Civil Code (Act of 23 April 1964, Civil Code, consolidated text Journal of Laws of 2024, item 1061, as amended). Accordingly, the Company undertakes to inform the User—based on the data provided in the Order Form and its professional knowledge of Advertising Systems—about the anticipated results of the Advertising Campaign, but does not guarantee any specific outcomes. In particular, the Company does not guarantee any specific number of views, new listeners, or subscribers.
- 3.5. The Company is not liable for the failure to achieve the results anticipated by the User or for any losses, if these result from factors beyond the Company's control, including but not limited to the

continuity and proper functioning of the Advertising Systems, Advertising System failures, changes in format or policies by the Provider, or unauthorized access to the service:

- a) Google Ads (<https://support.google.com/adspolicy/>)
- b) Meta Ads (<https://www.facebook.com/business/help/117271728356988>)
- c) TikTok Ads (<https://ads.tiktok.com/help/category?id=9536>)

This provision does not exclude or limit the rights of Consumers arising from applicable laws.

3.6. The User acknowledges that the Company enters into agreements with Providers based on the guidelines provided by the User in the Order Form. The Company is not obligated to make any corrections once the Order Form has been confirmed and accepted.

3.7. The Company is not obliged to provide the User with the full or partial terms of service, privacy policies, or technical specifications of the Advertising Systems. The URLs listed in section 3.5 are provided solely to help the User locate and review this information. The Company is not obligated to update these URLs in the event of changes.

4. SERVICE EXECUTION

4.1. In order to conclude the Agreement and begin using the Service, the User must:

- a) Fill out the Order Form available in the Account under the "Campaign Manager" tab;
- b) Verify and confirm the accuracy of the data entered in the Order Form;
- c) Read and accept the Terms;
- d) Submit the necessary declarations to conclude the Agreement;
- e) Pay the Campaign Budget amount under the rules described in section 6 of the Terms.

4.2. Acceptance of the Terms is made by the User by checking the appropriate checkbox after completing and confirming the Order Form and before making the payment.

4.3. The scope and type of activities performed by the Company as part of the Service will depend on the parameters of the selected Advertising System and the guidelines provided by the User in the Order Form.

4.4. Regardless of the Advertising System selected by the User, the basic scope of services provided by the Company includes:

- a) Transmitting the data from the Order Form through the Company's IT systems or entering it into the Advertising System;
- b) Supervising the course of the Advertising Campaign;
- c) Informing the User about the results of the Advertising Campaign via the Portal or by email.

4.5. The Company will make reports on the results of completed Advertising Campaigns available to the User. These reports will be sent to the User's email address or made available in the "Campaign

Manager” section of the User’s Account, under the name of the completed Campaign, within 7 days after the Campaign ends.

- 4.6. The Company performs the Service using its own accounts within the Advertising Systems. The User does not have access to the Company’s Advertising System accounts.
- 4.7. The Service begins upon the conclusion of the Agreement. Upon commencement, the Company initiates the actions required to launch the Advertising Campaign in the selected Advertising System.

5. ORDER FORM AND USER MATERIALS

- 5.1. The execution of the Service requires the User to indicate parameters and provide Materials necessary for conducting the Advertising Campaign in the selected Advertising System. In the Order Form, the User must select/specify at least the following:
 - a) Advertising System (from the available options);
 - b) parameters of the Advertising Campaign within the selected Advertising System;
 - c) duration of the Advertising Campaign;
 - d) start date of the Advertising Campaign (at least 2 days after the conclusion of the Agreement)
 - e) currency and budget amount.
- 5.2. Prior to concluding the Agreement, the User is required to review the advertising policy applicable to the selected Advertising System, the link to which will be provided by the Company in the Order Form. The User must declare that they have read the contents of the indicated advertising policy.
- 5.3. The User bears sole responsibility for the content and form of the submitted Materials.
- 5.4. The Service Provider does not verify whether the User-provided Materials comply with the law or with the advertising policies of the selected Advertising System. However, the Service Provider reserves the right to refuse to use any Materials whose content or form, based on a general assessment, indicate a likelihood of violating third-party rights or the regulations of Providers and Advertising Systems.
- 5.5. If the Materials are rejected by the Service Provider or by the Provider of the Advertising System, resulting in the inability to launch the Advertising Campaign, the Company will refund the User the paid funds using the payment method selected by the User when concluding the Agreement.
- 5.6. If the use of Materials provided by the User results in a third party asserting claims against the Company, the User agrees to indemnify the Company from any liability. Depending on the stage of the case, the User will be required to reimburse or secure the costs of legal defense incurred or to be incurred by the Company, including, for example, legal assistance fees.
- 5.7. The User declares that:

- a) they hold all necessary rights to the Materials provided to the Service Provider, including copyrights, industrial property rights, and image rights of the persons appearing in the materials, and that their use does not violate the rights of third parties;
- b) they are authorized to grant all necessary permissions and authorizations required for the legal publication of the materials within the Advertising Systems and for using their functionalities as referred to in the Terms;
- c) the information, data, and Materials provided to the Service Provider are true, complete, and up to date;
- d) the provided Materials:
 - i. do not violate any applicable laws or principles of social coexistence;
 - ii. do not contain content that is illegal, misleading, harmful, offensive, immoral, vulgar, or that promotes alcohol, drugs, or pornography, nor do they otherwise violate the advertising policies of the Advertising System;
 - iii. do not infringe on intellectual property rights, personal rights, or any other rights of third parties.

5.8. The User acknowledges that:

- a) The Service Provider uses Advertising Systems and tools of third-party Providers, and such entities may, at their sole discretion, reject, modify (within the parameters specified by the User), or remove Ads;
- b) advertising platforms may use automated mechanisms to format and optimize ads;
- c) the Service Provider is not responsible for the actions of external platforms, including their decisions regarding the display, publication, or reach of advertisements.

5.9. By submitting any Materials to the Company, the User grants the Service Provider a royalty-free, non-exclusive, territorially unlimited, transferable, and sublicensable license to use such Materials for the purpose of delivering the Services covered by the Terms. The license is granted for the following fields of exploitation:

- a) recording and reproducing on all media and using any necessary techniques, in any number of copies (files), storing in computer memory, portable flash drives, and similar devices;
- b) public sharing in such a way that anyone can access them at a place and time of their choosing, including via any business model (including advertising-based models), in particular through ICT and telecommunication networks, including the Internet, in all techniques and technologies and via mobile devices enabling the use of the Materials, including download, playback, private use, or other forms of internet transmission, such as webcasting, simulcasting, videocasting, podcasting, VOD, or catch-up, in all models or as pay-per-view;
- c) storing, analyzing, and processing the Materials for the purposes of executing the Advertising Campaign and creating reports.

5.10. The license is granted for the duration of the cooperation between the parties and for 12 months thereafter for analytical, evidentiary, or reporting purposes.

- 5.11. The User authorizes the Service Provider to exercise and grant derivative rights to adaptations of the Materials, including:
- a) creating adaptations of the Materials, in particular making technical modifications such as duplication, fixing in a different technique, shortening, decomposing, and other modifications justified by the technological process;
 - b) modifying the Materials to adapt them to advertising formats for the purpose of providing the Services;
 - c) combining the Materials with other works and non-creative content.
- 5.12. The User authorizes the Company to use the image and voice of the User and all other performing artists, as well as trademarks (included in the Materials) and any information provided in connection with the Materials, including names, surnames, and stage names of creators and performers in content and Material descriptions, for the purposes of presenting, promoting, and advertising the Materials across all fields of exploitation listed above.
- 5.13. The Company is entitled to grant further sublicenses, consents, and authorizations for the use of the rights (licenses) obtained under the Agreement to third parties, in whole or in part, along with the right for such third parties to grant further sublicenses, consents, and authorizations within the scope of the rights they obtain. The Distributor shall make reasonable efforts to grant sublicenses only to entities meeting appropriate technical, legal, and ethical standards, taking into account the image and good name of the Artist and the Distributor.

6. PAYMENTS

- 6.1. The User specifies the Campaign Budget in the Order Form. The Campaign Budget is allocated to finance the Advertising Campaign in the selected Advertising System and to cover the Company's fee for providing the Service.
- 6.2. An interactive slider is available in the Order Form, allowing the User to estimate the potential results of the Advertising Campaign based on the selected Campaign Budget.
- 6.3. The minimum Campaign Budget that the User may select is PLN 500, and the maximum is PLN 2,000.
- 6.4. Each time an order is placed for an Advertising Campaign in a selected Advertising System, the User is obliged to pay the full Campaign Budget amount.
- 6.5. The Campaign Budget amount indicated on the Platform includes value-added tax (VAT) and is displayed in Polish zloty (PLN) or euros (EUR), depending on the User's settings on the Platform.
- 6.6. The User makes payment for the Service via the Stripe payment platform, using one of the available payment methods, such as credit/debit card, BLIK, or online bank transfer.

7. DURATION OF SERVICE

- 7.1. The Agreement is concluded for the period from the date of its conclusion until the end of the Advertising Campaign, as specified in the Order Form.
- 7.2. If the Provider suspends the execution of the Advertising Campaign—for example, due to the User's failure to meet the conditions set forth in the Provider's terms or advertising policy, particularly if the Provider rejects all Materials submitted by the User—the Agreement shall be terminated, and the User shall be entitled to a refund of the unused portion of the Campaign Budget.

8. WITHDRAWAL FROM THE AGREEMENT

- 8.1. The Consumer has the right to withdraw from the Agreement within 14 calendar days from the date of its conclusion, without providing any reason, in accordance with Article 27 of the Polish Consumer Rights Act of 30 May 2014.
- 8.2. In the event of withdrawal from the Agreement, it shall be deemed not to have been concluded, and the Service Provider shall refund the Consumer all payments received from them without delay and no later than 14 days from the date of receiving the Consumer's withdrawal statement.
- 8.3. If the Consumer requests the commencement of the Service before the expiry of the withdrawal period and subsequently exercises the right of withdrawal:
 - a) The Consumer is required to pay for the services provided up to the moment of withdrawal;
 - b) The amount due shall be calculated proportionally to the scope of the Service provided up to the time of withdrawal, based on the price or remuneration agreed upon in the Agreement.
- 8.4. The right of withdrawal does not apply if the Service has been fully performed with the Consumer's express consent before the expiry of the withdrawal period and after the Consumer has been informed of the loss of the right to withdraw from the Agreement upon its full performance by the Service Provider.
- 8.5. The Consumer may withdraw from the Agreement by submitting a withdrawal statement to the Company (using, among others, the withdrawal form attached to the Terms and Conditions) via email at hello@crave-digital.eu or by post to the Company's registered address at ul. Zgoda 6, 00-018 Warsaw, Poland.
- 8.6. To meet the withdrawal deadline, it is sufficient to send the statement before the 14-day period has expired.

9. TERMINATION OF THE AGREEMENT

- 9.1. The User may terminate the Agreement with immediate effect in the event of:
 - a) a serious breach of the Agreement by the Company, in particular if the Portal (in whole or in substantial part) is non-functional for a period longer than 7 consecutive days, counted from the moment the issue is reported by the User;

- b) the Company's failure to execute the Advertising Campaign in accordance with its specifications (e.g., failure to publish the advertisement within the agreed timeframe or failure to comply with the campaign parameters defined in the Agreement or order).
- 9.2. Termination of the Agreement by the User requires written or electronic form, sent to the following address: hello@crave-digital.eu or by post to the Company's registered office at ul. Zgodna 6, 00-018 Warsaw, Poland. The termination notice should include justification indicating the specific breach of the Agreement by the Company.
- 9.3. In the event of effective termination of the Agreement due to the Company's fault, the User shall be entitled to a refund of the proportional unused portion of the Campaign Budget.
- 9.4. The Company may terminate the Agreement with immediate effect in the event of:
- a) a gross violation by the User of key provisions of the Terms and Conditions,
 - b) the persistent use of the Services by the User in a manner inconsistent with their intended purpose as described in the Terms and Conditions, despite a prior request to cease such behavior.

10. PERSONAL DATA

- 10.1. All personal data provided by the User in connection with the conclusion of the Agreement and the use of the Services are processed by the Company, which acts as the data controller. More information regarding the processing of the User's personal data can be found in the Privacy Policy section.

11. FINAL PROVISIONS

- 11.1. These Terms and Conditions enter into force on the date of their publication and apply to Agreements concluded after that date.
- 11.2. The Company reserves the right to amend the Terms and Conditions in the event of significant reasons, in particular when the change:
- a) results from the necessity to adapt the content of the Terms and Conditions to generally applicable legal provisions, administrative decisions, court rulings, or positions of competent authorities, including guidelines and recommendations,
 - b) is dictated by a change in the scope, method, or conditions of service provision (including technical, IT, or organizational changes),
 - c) concerns the introduction of new functionalities or services,
 - d) aims to clarify the provisions of the Terms and Conditions or eliminate obvious editorial errors.

11.3. Amendments referred to in point 11.2.d) are editorial in nature and take effect on the date of their publication on the Portal. These changes do not affect the rights and obligations of the User. The Company shall inform about such changes in a visible manner on the Portal's website.

11.4. Amendments to the Terms and Conditions that affect the rights or obligations of the User, in particular changes unfavorable to the User, shall enter into force no earlier than 14 days from the date on which the User is informed about them via electronic means.

11.5. In the case referred to in point 11.4, the User has the right to terminate the Agreement within 14 days from the date of receiving the information about the changes – during this time, the User shall remain bound by the previous version of the Terms and Conditions.

11.6. If the User terminates the Agreement in accordance with point 11.5 above, the Company shall refund the unused portion of the Campaign Budget within 14 days.

Annex to the Terms and Conditions

– Withdrawal Form Template

Place, date

Name and surname of the consumer

Address of the consumer

Full name of the entrepreneur

Registered office address of the
entrepreneur

Declaration of withdrawal from a distance contract or an off-premises contract

Pursuant to Article 27 of the Polish Act of 30 May 2014 on Consumer Rights, I hereby withdraw from the contract concluded on at a distance*/off the business premises*, without stating any reason.

Please refund the service fee to the following account* / in the same manner in which the payment was made.*

.....

Signature

* Delete as appropriate