

CODE OF ETHICS OF POLISH DIRECT MARKETING ASSOCIATION

This Code of Ethics developed and approved by the members of the Polish Direct Marketing Association (hereinafter referred to as DMA) was based upon the goals set forth below:

- a) contribution to the improvement of the consumer protection,
- b) protection of DMA members' interests against natural and corporate persons running business activities which are incompliant with prevailing law or good trading standards,
- c) promotion of the highest quality services in each area of DMA members' activity.

I. GENERAL PART

§1

Members' obligations

1. All DMA members undertake without any reservations to obey all provisions of the Code of Ethics (hereinafter referred to as Code), which imposes responsibility on the Members for their decisions taken as well as for the institutions and legal persons co-operating with them.
2. Adoption and the observance of the provisions of this Code and the Regulations of Robinson's List are the pre-conditions of membership in DMA.
3. Approval and the observance of the provisions of this Code and the Regulations of Robinson's List are the condition precedent for the membership in the Direct Marketing Association.
4. The special duties of the members of Direct Marketing Association are to:
 - a) respect privacy and personal consumers' preferences,
 - b) abide by the ban on production and distribution of any materials which are unfair and illegal,
 - c) adhere to the ban on copying the materials which are somebody else's intellectual property without obtaining consent from the owner in order to preserve credibility in public arena.
5. In order to confirm its presence on the market as well as make consumers be aware, the members of the Association shall refer to the logo of Direct Marketing Association when communicating with consumers.

II. Make use of lists and personal data

§2

Definitions of terms

This terms defined in this Code are ascribed the following meaning:

- a) List – collection of data which enable the identification of a person or address. The List shall not contain information which is in conflict with professional ethics or qualified information forbidden by the national or international legislation.
- b) Owner of the List – site which contains personal data registered on the list,
- c) Broker of lists – negotiator entering into transactions on behalf of one or several owners of the lists, or on its own account, or on the account of user-customer,
- d) User-consumer: site which communicates with persons/addresses appearing on the list,
- e) Undelivered mail (unknown recipient) – mail sent back to the sender because of incorrect address or due to the fact that the addressee does not live at this address,
- f) Robinson's List (known in some countries under name "Mailing Preference Service, or MPS) – list of persons who refused to receive Direct mail despatches,
- g) Cleaning – executing the requests of persons who want to be removed from the addressee list by way of automatic deduplication and checking as well as making all the address data corrections which are technically possible to make,
- h) "Traps" or control addresses – addresses attached to the lists which are used in order to control abuses,
- i) Abuse – use which is incompliant with the law, with this Code of Ethics, or other regulations. It also refers to any use which is in collision with agreements concluded between the owner and broker of the list, on one side and between the broker and the user, on the other side.

§3

General rules of conduct

- 1. Members of Direct Marketing Association acting as brokers of the lists undertake to act in line with the rules and the meaning of this Code.
- 2. In order to protect private life of customers, broker of the list guarantees to the extent possible that the lists which are leased contain only information which is coherent with this Code and enumerated in the Chapter "Definitions of Terms",
- 3. The owner of lists adjusts each list made available to the third party to the latest Robinson's List unless it is technically non-executable. In such a case, the broker of the lists instructs the user-customer to make changes before the dispatch.

4. The broker of the lists is obliged to assist the user-customer so that they could identify each private address of the original owner.
5. Broker of the Lists looks after the interest of the owner of the lists and of the user's.
6. Data are protected against any use not approved by the owner.

§4

Rules of conduct of the broker of the lists in relation to the owner of the lists

1. Broker of the Lists informs the owner of the lists about the identity of the user as well as about the profile of their activities in which the list is to be used.
2. Owner of the Lists has the right without giving reason to refuse the use by the proposed user-customer.
3. The handling of the matters between the broker of the lists and the owner of the lists is explicitly defined in writing. The owner of the lists is responsible for the quality of data delivered to the user-customer in compliance with the conditions applicable to the owner and the broker of the lists.
4. Broker of the Lists shall make utmost endeavour to guarantee that the lists will be used in accordance with written arrangements made with the owner of the lists.
5. Broker of the Lists undertakes to obtain from the owner of the lists as much information as possible about the actual status of the list which is to be used.
6. The responsibility of the broker of the lists for the payments related to the transactions shall be defined in a written agreement concluded between the broker and the owner of the lists, taking into account the force majeure occurrences.
7. The delivery of a list to a third party gives that party the possibility of applying that list to the activity mentioned under point 1. Once the user decides to apply the list, they shall use the list in line with the nature of the proposed activity.
8. Broker of the lists will take utmost care about forwarding all the undelivered mail "unknown recipient" to the owner of the list, immediately after the return of the lists by the user-customer.
9. Upon first demand of the owner of the lists, broker will lodge an official complaint about the user-customer if it turns out that the delivered information was used contrary to the terms of the agreement.
10. Unlawful use of the lists is confirmed when it was detected on the basis of verification of addresses "traps" officially entered on the list.

§5

Rules of conduct of the broker of the lists in relation to the lessee of the lists

1. Broker of lists guarantees to its customer that it is authorised by the owner of the lists to act as a broker of the lists.
2. Broker of the lists is obliged to inform the user about the name of the owner of the list as well as about the identity of the list.
3. Broker of the lists is obliged to pass to the user-customer all the information held about the current status of the list which is to be made available to the user.
4. The handling of the matters between the broker of the lists and the user of the lists is defined in written agreement, on the basis of which the user is, in particular, forbidden to pass either in full, or in part the information regarding the agreed matters to the third parties,
5. Broker of the lists has the right to check the compliance of the address material with the model, or description on the basis of which the agreement has been concluded. In such a way, prior to its delivery, it will be passed for approval to the Broker of the Lists. In case of inconsistency, the Broker of the Lists will have to inform forthwith the owner of the list about such case.
6. Owner of the Lists will check the compliance of the material actually used by way of different control addresses (addresses – traps). If any discrepancy is detected, the owner and the broker apply the complaint procedure described in paragraph 8 of this Code.
7. In case of complaint about the non-observance of the conditions by user-customer, or about wrong execution of order, the owner and the broker of lists shall not be responsible for indirect losses, or any other losses exceeding the value of lease of a concrete order.

§6

Rules of conduct of the broker of the lists in relation to customers

Owner of the Lists is under obligation to adhere to the provisions of the Act on the protection of personal data dated 29 August 1997 and, in particular, to the rules specified below:

1. The submitted requests for the correction of personal data shall be executed by the owner of the lists as soon as possible.
2. Requests submitted by persons who do not wish to receive the addressed advertisements shall be executed by the owner of the lists as soon as possible.
3. Information about the source of the list shall be delivered by the broker of the lists, owner of the lists and the user-customer to the person whose name was chosen from that list and who wishes to know the source of that list.

**§7
Use of list**

All companies which make available their lists to the third parties as well as all the brokers acting on their behalf are obliged to examine goals and verify the identity of the potential user before granting them the authorisation to use the list. Prior to being granted authorisation to use those lists, potential users of the lists shall define precisely their committed goals.

**§8
Complaint procedure**

1. Complaints lodged against the broker of the lists, owner of the lists, or user-customer will be passed to the Office for Complaints and Requests of the Direct Marketing Association which will look into them itself on the basis of this Code.
2. Only written and documented complaints can be dealt with.

III. Mail-order and catalogue selling

**§9
Definition of terms**

The terms used in this Code are ascribed the following meaning:

- a) Damaged goods – goods which the customer received as damaged goods.
- b) Unordered goods – goods which customer received, but were not ordered by them.
- c) Company should - company shall strive to make the recommended procedure as a standard.
- d) Company shall... - company undertakes to adhere to the recommended procedures.

**§10
Offers**

1. All offers made by the members shall be legal, fair and reliable. Each of them shall be prepared in such a manner which reflects the assumed social norms and fair competition. The offers shall be presented in clear and transparent way so that the respondents can know exactly what goods are on offer and what the terms of the offer are.
2. Offer shall clearly specify the gross price for the product or services.
3. Offer shall contain the name, full correspondence address, or telephone number (data for contact with the sender). The indication of the number of the postal box is not sufficient.

4. Offer shall exhibit information regarding the following issues:
 - a) transparent, reliable and truth-based description of the main features of the offered product or service, fully depicting their quality, appearance and purpose of use.
 - b) terms of payment for the product or service, including detailed information about any additional costs, e.g. postal fees for the delivery or packaging for despatch purpose,
 - c) information regarding the return of the goods or cancellation of order,
 - d) terms and time of delivery of the goods,

5. Offer shall be presented in a manner which does not take advantage of the potential lack of knowledge of a customer (e.g. calculation of additional charges related to credit and similar information).

§11 Club's Offers

Customers shall be informed fully about the ways and possibilities of cancelling their membership providing that they have fulfilled obligations under the contract.

§12 Terms of sale

1. Terms of sale applied by each entrepreneur are ultimately binding. Those terms and conditions shall be subject to the following principles:
 - a) shall be compliant with the law in force,
 - b) shall give the freedom of decision what to buy to the customer,
 - c) shall be compliant with the provisions of this Code.

2. The price shall be adequate to the value of the product or service rendered and shall not grossly deviate from the European standard.

3. Customer takes up a decision about what to buy upon its own free will. Under no circumstances shall any goods be supplied to the customer of the goods which undoubtedly have not ordered before by them. The only exception to this rule is the delivery of free samples or promotional gifts which do not pose any obligation on the recipient as to the purchase.

4. Each hire-purchase offer shall be compliant with the binding legal rules and shall inform very precisely about additional charges. All additional charges shall be adequate to the price of the goods.

5. The entrepreneurs shall make utmost endeavour to inform customers about unexpected delays in the supply of the goods. In case of such delays, the customer is entitled to cancel their order.
6. Customer is entitled to return the goods, or demand their replacement, or even demand the refund providing that the goods will be returned to the seller in a condition which excludes their use and in compliance with the rules applied by the seller.
7. All justified customers' claims will be dealt with. Customer is entitled to receive relevant compensation.

§13 Promotion and advertising

1. Entrepreneurs who conduct premium sales on the basis of promotional offer (contests, lotteries and similar actions) undertake to observe all legal regulations governing this type of activities. The entrepreneur's obligation is to set out clearly and precisely all the terms and conditions upon which the sales are conducted.
2. Participation in contests and lotteries with prizes shall not be conditioned by the purchase of goods.
3. If the sending of the reply is tied to the participation in a contest, the offer shall specify the precise deadline for sending replies, which will make possible the participation in a contest.
4. The deadline for sending notifications shall be set at least one month from the date of sending the offer.
5. All participants shall have equal chances in winning in a lottery.
6. Winners shall receive the prize within six weeks from the day of ending the promotion unless they have been informed before about other date. The companies shall make their best to send the prize or the information about the prize within three weeks from the date of ending the contest or lottery.
7. All limitations in the availability of the prizes shall be truthful and justified.
8. Entrepreneurs undertake not to use the promotion under label "Win all". This slogan is understood as all free lotteries and drawings in which the customer is informed about likely random chance of winning.
9. The determining factor is a drawn lot. If the entrepreneur has decided to give the same of similar good to all the customers, or their majority, it is forbidden to use with regard to those given goods such terms as "prize", "you have won", "you have most likely won", or "check maybe you have won" and others. Such given prizes shall be referred to as "gifts for everybody", and not "prizes".

§14 Execution of orders

1. Companies shall process the placed orders as soon as possible, preferably within 5 days of their receipt. If a certain product is out of stock at the moment of order execution and its delivery is not to be expected within the coming 7 days, the customer shall be informed about such fact in order to give them an option to change the order, or cancel it.
2. Customer shall expect the receipt of goods within 14 days from the day of receiving an order by the company. If this is not possible, this term shall not exceed 30 days. It refers to the goods which are in the companies' stocks. When the offer refers to the goods which are brought the customer's order it shall be explicitly stated in the offer, together with, if possible, the date of execution.
3. Company shall decide in line with its own commercial policy, how it will treat the orders for two or more products which belong to a set, if one of them is out of stock.

§15 Return of Goods

1. Prior to and at the moment of receiving an order the companies should demonstrate clearly to the customer the conditions for making returns. However, the company shall accept the returns of unwanted, undamaged goods sent back within 7 days from the date of their receipt by the customer. It does not refer to the situations when the goods:
 - a) are custom-made and can not be returned due to their specifics, or they are perishable, or they have short shelf life (e.g. earrings, hair, curlers, toiletries and similar products),
 - b) unrecorded audio, video carriers, or computer programs, newspapers magazines or periodicals which have been unpacked by the customer from the original, sealed packaging,
2. In any case, the customer is entitled to make a return (without additional charges) of the goods which they have received as damaged, or which are inconsistent with the description set out in the offer.
3. The companies shall not use methods in their commercial policy which lead to the limitation of the possibilities of the return of goods, or to the ban on returns.

§16 Methods of payment

1. Companies should clearly specify the methods of payments which they accept. They shall not encourage customers to send cash by post.

2. Companies should not charge the customers' bank accounts before the order has been executed. In such a case, it shall be endeavoured that the order is executed without unnecessary delay. If only part of the order can be executed, the company shall charge the customer's account for such an amount which corresponds with the value of the executed part of the order. It shall not refer to the payment by cheque.
3. If the company offers sale on credit, it shall set out clear terms of credit at the moment of sending offer.
4. Each company is entitled to set or change credit limits.
5. It shall be demonstrated in all the advertisements that the decision about granting, or refusal to grant the credit is taken at the company's discretion.

§17

Letters reminding about settling the outstanding payments

1. All letters of reminder about the settlement of the outstanding payments shall reflect the specifics of a given situation.
2. All reminders for the settlement of outstanding payments shall inform about the manner of paying the outstanding sums.
3. Each reminder for the settlement of outstanding payments shall give information about the amount in arrears.
4. Unless otherwise stated in the terms of credit, each company is entitled to charge the customer with the expenses related to sending the reminders. The amount of such expenses shall be precisely stated. The same is applicable to charging the customer with penalty interest.
5. The exchange of information about bad debts and frauds lies in the interest of all the companies.

§18

Collection of debts

1. All the companies shall give back money paid in advance for the ordered goods which are out of stock and the customer does not agree to wait for new delivery.
2. The paid-in money shall be returned within 7 days from the day on which the customer demanded the return, or shall be deducted from credit within 3 days.
3. If only part of the order has been executed and there are not goods in the warehouse for the complete execution of the order, the customer shall be returned money for the goods which they have not received unless they agree to being sent the substitute, or wait for the delivery of the missing items.

4. Companies shall make full refunds for the damaged or unordered goods.

§19 Refund of money

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2. The paid-in money shall be returned within 7 days from the day on which the customer demanded the return, or shall be deducted from credit within 3 days.
3. If only part of the order has been executed and there are not goods in the warehouse for the complete execution of the order, the customer shall be returned money for the goods which they have not received unless they agree to being sent the substitute, or wait for the delivery of the missing items.
4. Companies shall make full refunds for the damaged or unordered goods.

§20 After-sales service

1. Companies shall make every possible endeavour to provide complex, kind and professional after-sale service. If the company co-operates with an agent which provides after-sales service for it, that company is fully responsible for the quality of the services rendered by that agent.
2. Companies shall have an appropriate processing system of data regarding payments and monitoring of complaints as well as about the lead-time.
3. Companies should inform the customers about the contact telephone number and/or address for making complaints and inquiries.
4. The companies shall all the time strive to provide the customers with updated information on the terms of sale, their changes as well as about the status of obligations or the customer's status.

§21 Complaints

1. Companies shall deal with complaints within 5 working days. If the complaint is complicated, or for other reasons it can not be dealt with within 5 days, the customer shall be informed about it.
2. If the complaint is justified, the company shall deal with it urgently, effectively and in kind manner. If the complaint is unjustified, the company shall explain it politely to the customer, together with relevant clarification. If there are doubts as to the grounds for the complaint, the company shall incline to the customer's reasoning.

3. If the customer is not satisfied with the way their complaint has been handled, the company shall refer them to the competent bodies of Direct Marketing Association.

§22

Complaints about non-delivery of goods

In a normal situation of sale, if the customer complains about not receiving the goods, the company shall consider their complaint favourably. However, this does not refer to cases when the historic records regarding co-operation with a given customer show that their complaint can be unjustified.

IV. TELEMARKETING

§23

Scope

Telemarketing activity involves both the activities of telemarketing centres made to order and internal telemarketing departments, telesales and call centres.

§24

Telephone calls

Telemarketers may contact the called persons from 8:00 am to 9:00 pm, excluding Sundays and holiday days and on Saturdays from 10:00 am to 9:00 unless the called person wished otherwise.

The devices for automatic dialling may only be used for connections with the companies and persons who are in the data base of teleaddresses.

If the calls are received automatically and arranged in a sequence, the customer shall be informed about it that they bear the waiting charge. Furthermore, the customer shall not wait longer than 30 seconds without being informed about the possibility of calling back or requesting to hold on for a bit longer.

§25

Conduct of a called conversation

1. At the beginning of a telephone conversation, telemarketer calling a customer introduces themselves by their name and gives the name of the company on behalf of which they are calling. Upon the request of a called person, they should also give the telephone number, or address at which they could be contactable, or the company on behalf of which they are calling, could be contactable.
2. Telemarketer makes sure that they talk to a person who is capable of having such conversation (e.g. they avoid talking to minors).
3. Telemarketer explains clearly the purpose of the call.

4. Telemarketer makes sure that they can continue conversation and should be prepared to end the conversation if the called person asks for doing so.
5. If it is necessary, at the end of the call, the telemarketer makes sure that the called person is aware of mutual obligations as well as about what will happen as a result of the call.

§26

Contacts by fax messages

1. When the unsolicited fax messages are to be sent, it is advisable to select the addressees carefully and prepare short fax covers.
2. Each fax message should include the name of the sender, telephone number at which the sender is contactable as well as the date and the time of transmission.

§27

Monitoring of conversations

1. Company employing telemarketers is under the obligation to monitor the calls made by its telemarketers in order to upgrade the quality of telephone conversations and protect the called persons against unethical behaviour of telemarketers.
2. Monitoring of business calls made by the telemarketer does not infringe the employee's right to privacy.
3. Acceptance of monitoring the conversations should be confirmed by an employee in writing.
4. The Code of Regulations governing the monitoring of conversations, available for the employees' inspection shall specify the manner and the frequency of monitoring of telephone conversations as well as shall describe the manner of informing the employees about the use of the results of conversation monitoring.

§28

Robinson's List

Telemarketers respect the Robinson's List, namely, they do not contact persons who do not wish to be contacted.

V. Mass distribution

§29

Definitions of terms

The below specified terms bear the meaning ascribed to them in this Code:

- a) Mass distribution – activity involving circulation of leaflets, test samples of products or other promotional materials in the companies, or private households,

- b) Distribution company – agency or company offering mass distribution services as part of its activities,
- c) Distributor – person employed in distribution company which delivers the distribution materials in return for remuneration,
- d) Distribution action – activity run by a distributor to the order of distribution company, involving the delivery of distribution materials in a given distribution region,
- e) Distribution materials – leaflets, brochures, test sample of products, catalogues, books and other products delivered by the distributors within the distribution action,
- f) Distribution region – specifically defined territory on which the distribution action is carried out as well as the distribution is controlled,
- g) Party ordering the distribution action (hereinafter referred to as Ordering Party) – company or an individual ordering distribution action,
- h) Control of distribution – activity carried out by the authorised persons in distribution company or in the external specialised company, aimed at verifying the effectiveness of the execution of the order received by the distributors.

§30 Distributors' Ethics

Distributors should perform their duties in a diligent and honest way and in particular, they should:

- a) distribute in places and on territories agreed with the Ordering Party,
- b) respect the principles of good practices as well as observe the order in places of distribution,
- c) respect the refusal of the occupants or the security guards to enter the staircase, or the premises of a closed condominium,
- d) at the request of the occupants inform them about the purpose of the distribution action as well as the content of distributed promotional materials,
- e) carry out the distribution action in accordance with the instructions of occupants, administration of the building, or the security guards,
- f) act fairly and run reliable statistics confirming the work done,
- g) provide mass distribution service in accordance with all arrangements set out in the order or in the agreement.

§31 Other commitments

1. Distributors doing the action in a field shall be identified by their employer's identity as well as by the identity of the Ordering Party.

2. If the distributors spot that the distribution action of the competitive company is not done in a fair manner, they may inform about such fact first of all the performer so that they could remedy any potential damages and improve their activities in future.

§32

Unification of distribution regions

1. Distribution companies may make unification of distribution regions and may estimate the number of households in a particular region.
2. Particular distribution regions will be constantly updated (new housing estates, tower block and detached houses) in consultation with distribution companies and other entities which may make a contribution to this process.

§33

Regions with difficult distribution

1. In case of regions with difficult distribution (closed condominium, discouraging dwellers) distribution companies may make a database of such regions, which will make possible the setting of unified plan of action on such territories.
2. Distribution companies shall operate on the basis of unified control standards of distribution action. Such arrangements can not stay in conflict with the internal standards binding in each of the member companies. This kind of solution does not pose any threat to the trade secrets regarding internal procedures in each of the companies and may only improve their efficiency.

VI. E-Commerce

§35

Definitions of terms

These terms used in this Code are ascribed the following meaning:

- a) E-Commerce – all the transactions conducted in part or in full electronically as a result of which the internet traders supply goods or services to customers,
- b) Internet trader – any entity offering the sale of goods and/or services via Internet and/or dealing with e-advertising and e-marketing,
- c) Internal regulations – norms (standards, rules of conduct) developed, adopted and applied by those who take part in a given activity, e.g. industrial or commercial activities),
- d) Non-called commercial communication – potential commercial communication directed to persons who have not had previous contacts with the trader,

§36

Information about the trader

1. All the information supplied by the trader shall be clear, reliable, truthful and complaint with law.
2. Traders shall display on their web sites the following information:
 - a) name under which the company has been registered, or any other names or numbers thanks to which the company/service could be identified and found in commercial register,
 - b) correct addresses and numbers at which the company is contactable "on-line" and "off-line". It should also be given the permanent postal address, main e-mail address and e-mail address via which the customers could: have access to after-sale services, send requests for the removal of data from marketing lists as well as make inquiries to the company and have access to all services offered by the company.

§37

Security of the transaction made "on-line"

1. Traders should remember that Internet customers lay their trust in the company and the products and/or services offered by it. Therefore, they shall make every possible effort to make their customers be satisfied with the security of the transaction processing.
2. Traders should provide their customers with secure and simple mechanism of payment as well as shall try to go hand in hand with the technological advancement in this field.
3. Traders should make sure that the reliable and trustworthy security systems are used in their companies thanks to which the reliability, integrity and confidentiality of the transaction and the payment made by the customers will not be violated. Prior to the conclusion of the agreement, the customer shall be notified about the level of the financial data protection which the trader can guarantee to them. Traders shall give to customers general information on the techniques of transmission protection, processing and/or storage of financial records used in their companies, e.g. use of encryption technology of data for the transactions in which the credit cards are used.
4. Traders should provide to the customers information which does not contain any complicated technical jargon, referring to all the technologies of collecting and searching data, not allowing the identification of concrete persons, e.g. use of "cookies". Trader using the technology of "cookie" type will notify the customers about the purpose of its use.

§38

Commercial communication

1. All commercial communication should be easily recognizable as such. The person initiating such communication, whether physical or juristic person, should be easily identifiable. This rule also applies with no exceptions to non-called commercial communication which is conducted electronically.
2. All promotional offers and contests will be recognizable as such. The terms and conditions of participation shall be described in a clear, straightforward and precise manner.
3. Internet technology shall not be used for misleading the customers as to the nature of the product or service on promotion or offer. Moreover, the traders shall not deceitfully limit the possibility of leaving the internet site by the customer and shall make their utmost to make search criteria truly reflect the content of the site.
4. Comparisons of prices shall not mislead the customer. All the comparisons referring to special offers shall indicate the starting date and the closing date of such offers as well as all other their special terms.

VII. Conduct in relation to children

§39

Definition

Children – persons who are under 13.

§40

Protection of personal data

1. During the gathering of children's personal data, the owner of the list shall exhibit its utmost care in order to make sure that a child and/or parent has been duly informed about the purpose of child's data processing.
2. In particular, while using the commercial materials directed to children or deliberate gathering of children's personal data in other way, the information texts shall be transparent and written in a way which is readable and comprehensible to children.
3. In situations in which data processing requires the consent of an interested person, the owner of the list shall seek prior consent of the child's parent in a form compliant with the law. The owner of the list should make every possible effort in order to verify that the person who gave consent is a child's parent or legal custodian of a child.

4. Owner of the list shall not condition the child's share in the contest, the prize awarding or in any other activity resulting in benefits by the disclosure of more information by the child than necessary for the participation in an action.

§41 Offers

1. Offers extended to children shall not take advantage of their gullibility and lack of experience. The actions which may result in a child's emotional distress, moral or psychical damage, or those which challenge child's loyalty to their parent are impermissible.
2. Entrepreneurs should classify material which is directed only to adults.
3. Entrepreneurs extending offers to children should:
 - a) encourage children to ask their parents for permission prior to information passing and shall try to make sure that such permission will be given,
 - b) provide information to parents on ways of protecting child's privacy,
 - c) encourage parents to take part and/or supervise the marketing communication in which a child participates and especially, "on-line" actions undertaken by a child.

VIII. FINAL PROVISIONS

§42 Enforceability of the provisions of the Code

1. All disputes arising from the breach of the provisions of this Code are settled by the Management Board of Direct Marketing Association.
2. Each breach of the provisions of this Code may be reported to the Office for Complaints and Recommendations by any physical or legal person. Such notification shall be made in writing and shall be accompanied by any relevant documentation substantiating the instance of breach.
3. The interested entity shall be informed about the start of the proceedings.
4. In the event of breach of the provisions of this Code by an entrepreneur, confirmed by the Management Board, the Management Board sets a reasonable time period for ultimate refraining from those malpractices which are in breach with the Code. In the event of a recurring breach of this Code by an entrepreneur, the Management Board may deprive them of their membership in Direct Marketing Association. The entrepreneur is entitled to put forward their arguments at the General Meeting of Members.

5. The charged entrepreneur will be informed about the decision of the Management Board or about the potential sanctions imposed on them. Such information will also be delivered for the attention of all the members of Direct Marketing Association.

§43 Amendments to the Code

General Meeting of Members of Direct Marketing Association may at any time implement changes and adjustments in this Code.